THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND
AGENDA

April 12, 2022

10:00 AM Call to Order/Pledge of Allegiance/Moment of Silence

Meeting Announcements

Building is Open for In-Person Attendance, for Remote Participation Dial 1-872-239-8359, Conference ID 955 511 297#

Consent Items

#1 - Regular Session Minutes, April 5, 2022

#2 - Liquor Minutes, April 5, 2022

#3 - Environmental Operations Division

Department of Natural Resources Waterway Improvement Fund Grant Agreement Modification

#4 - The Chestertown Garden Club, Raffle Only, May 6, 2022

#5 - Main Street Rock Hall, Raffle Only, May 20 - August 13, 2022

#6 - Main Street Rock Hall, Raffle Only, May 20 - August 15, 2022

Proclamation

National Public Safety Telecommunications Week

Proclamation

Recognition

Soroptimist International of Kent and Queen Anne's Counties, MD

Live Your Dream: Education and Training Award, Brittany Wallace

Soroptimist International of Kent and Queen Anne's Counties, MD

Live Your Dream: Education and Training Award, Geneva Abdelaziz

County Attorney

Thomas N. Yeager, County Attorney

Alcoholic Beverage Public Hearing Protocol

Thomas N. Yeager, County Attorney

Public Hearing Protocol

Public Hearing

Alcoholic Beverage License Hearing

Patricia Ann Lewis, Member
Blue Bird Tavern, LLC trading as Blue Bird Tavern
Class B, Beer, Wine, and Liquor License

Alcoholic Beverage License Hearing

Sean T. Dunworth, Member
Kevin H. Hodge, Member
Kristin L. Dunworth, Member
Shottie N. Huey, LLC trading as Blue Heron Oyster House and Inn
Class B, Beer, Wine, and Liquor License

Bill Mackey, Director, Planning, Housing and Zoning

Second Reading, Public Hearing of Code Home Rule Bill No. 2-2022

Bill Mackey, Director, Planning, Housing and Zoning

Second Reading, Public Hearing of Code Home Rule Bill No. 3-2022

American Rescue Plan Act Funds

American Rescue Plan Act (ARPA) Funds Spend Plan

Public Works Director

Water and Wastewater Division

Kennedyville Water Treatment Facility Filter Media Replacement Contract

Departmental Appointments

Scott Boone, Director, Information Technology

County Phone System Discussion

Scott Boone, Director, Information Technology

Purchase of Additional Cybersecurity

Scott Boone, Director, Information Technology

Purchase of Ransomware Tool

April Bitter, Project Manager, Information Technology

Renewal of Verizon Wireless GSA Contract

Myra Butler, Director, Parks and Recreation

Swimming Pool Services and Aquatics Staff Management Contract Clarification

Herb Dennis, Warden, Kent County Detention Center - ITEM NOT DISCUSSED

Inmate Meal Contract - ITEM NOT DISCUSSED

Human Resources Director

Planning, Housing, and Zoning

Creation of New Associate Planner Position

Public Works - Roads Division

MEO I/MEO II Vacancy

County Administrator

Muriel Cole, Co-Chair, Commission on Aging

Recommended Appointment

County Administrator Report

Sara Rich, President and CEO, Choptank Community Health System, Inc.

Letters of Support

Kent Alcohol and Tobacco Enforcement KATE

Bonnie Pearsall, Inspector, Alcohol and Tobacco Enforcement

Presentation of 2022 Alcoholic Beverage License Renewal Applications

Letters for Signature

Citizen Interest Form

Ethics Commission

Public Comment/Media Review

Procedures for Public Comment

For Your Information

Maryland Department of the Environment, Water and Science Administration

Notice of Application Received for State Permit and Opportunity for Hearing

Contingency Fund

Contingency and Use of Fund Balance Report

(Meetings are conducted in Open Session unless otherwise indicated. All or part of County Commissioners' meetings can be held in closed session under the authority of the MD Open Meetings Law by vote of the Commissioners. Breaks are at the call of the President. Please note that times listed for specific items on the agenda are only estimates, and that the order of agenda items may change as time dictates or allows. Meetings are subject to audio and video recordings.)

Building is Open for In-Person Attendance, for Remote Participation Dial 1-872-239-8359, Conference ID 955 511 297#

4/12/2022

County Commissioners Meeting

#1 - Regular Session Minutes, April 5, 2022
4/12/2022
County Commissioners Meeting

ATTACHMENTS:
Description

#2 - Liquor Minutes, April 5, 2022
4/12/2022
County Commissioners Meeting

ATTACHMENTS:
Description

#3 - Environmental Operations Division
4/12/2022
County Commissioners Meeting

Item Summary:
Department of Natural Resources Waterway Improvement Fund Grant Agreement Modification

ATTACHMENTS:

Description

04.12.22 Waterway Improvement Fund, Grant Agreement, MF-1420H-20, Modification No. 1, Between DNR, Chesapeake and Coastal Service, Waterway Improvement Fund and County Commissioners of KC, Bayside Landing Marina Renovation

WATERWAY IMPROVEMENT FUND
GRANT AGREEMENT
MF-1420H-20

Modification Number One

to

Maryland Department of Natural Resources

entered into this _____ day of_____, 20___.

between the

Department of Natural Resources
Chesapeake and Coastal Service
Waterway Improvement Fund

and

County Commissioners, Kent County, Maryland

Pursuant to the terms of the Grant Agreement, dated 26, July 2019, between the State of Maryland acting through the Department of Natural Resources, Chesapeake and Coastal Service and Kent County, regarding provision of assistance for the Bayside Landing Marina Renovation, the Agreement is amended to incorporate the following changes. The purpose of this Modification is to provide a no cost extension to the end date of the Waterway Improvement Fund Grant Agreement to December 31, 2023.

In the event of any conflict or incongruity between the provisions of this amendment and any of the provisions of said Agreement as heretofore amended, the provisions of this amendment shall in all respects govern and control.

This document may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures, including notary signatures, provided by electronic means including, by way of example and not of limitation, facsimile, Adobe, PDF, and sent by electronic mail, or via an electronic signature program, shall be deemed to be original signatures.

1. GRANT AMOUNT:

There is no change to the funding amount of this Grant Agreement.

2. TERM:

The Project Period is modified. The terms of the Agreement shall be from July 1, 2019 through December 31, 2023.

3. SCOPE OF WORK

There is no change to the scope of work.

IN WITNESS WHEREOF, the parties have executed this Amendment by causing the same to be signed on the day and year first above written.

WITNESS

Lacey T. Cox
Print Name: Lacey T. Cox

KENT COUNTY

By P. Thomas Mason
P. Thomas Mason
President, Kent County Commissioners
Date: April 12, 2022

WITNESS

_____
Print Name: _____

STATE OF MARYLAND
DEPARTMENT OF NATURAL RESOURCES

By _____
Christine Conn, Acting Director
Chesapeake and Coastal Service
Date: _____

#4 - The Chestertown Garden Club, Raffle Only, May 6, 2022
4/12/2022
County Commissioners Meeting

ATTACHMENTS:

Description

3-2022 The Chestertown Garden Club, Raffle Only, May 6, 2022, Application

3-2022

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Name of Organization: The Chestertown Garden Club

Address of Organization: P.O. Box 415 Chestertown, MD. 21620

Telephone: (410) 708-9683 Carolyne Grotsky - club president

Is the organization formed or located in Kent County? (Yes) No

Does the organization serve the residents of Kent County? (Yes) No

Is this organization tax exempt under the provisions of the Internal Revenue Code? Yes No

Tax Exempt Number: 26-2296838

Person responsible for complying with permit regulations and requirements:

Name: Nancy Bennington co-chair May Mart

Address: 315 S. Queen street, Chestertown MD. 21620

E-Mail: nancebennington@gmail.com

Telephone: (410) 810-1738

Type of permit sought: (✓) Raffle Only ( ) Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: Memorial Plaza
Chestertown, MD. 21620

Are these premises owned, leased, or regularly occupied by the organization named above? Yes (No)

Date(s) of fund-raising: May 6, 2022

Date and Time of Drawing: May 6, 2022 Begin at: 9:00 AM End at: 1:00 PM

If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity, please sign below.

If, however, you are seeking to conduct a fund-raiser using more than one gaming activity in a single event, please complete the following page.

Signature of person completing this application: Nancy C Bennington

Please Select One:

(✓) Pick Up

( ) Mail Permit (will be mailed to person responsible)

County Commissioners Office

Date 03/31/22

#5 - Main Street Rock Hall, Raffle Only, May 20 - August 13, 2022
4/12/2022
County Commissioners Meeting

ATTACHMENTS:

Description

4-2022 Main Street Rock Hall, Raffle Only, May 20 - August 13, 2022, Application

Permit# 4-2022

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION

Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Name of Organization: Main Street Rock Hall

Address of Organization: PO Box 45 Rock Hall MD 21661

Telephone: (443) 465 0681

Is the organization formed or located in Kent County? (Yes) No

Does the organization serve the residents of Kent County? (Yes) No

Is this organization tax exempt under the provisions of the Internal Revenue Code? (Yes) No

Tax Exempt Number: 83-2278471

Person responsible for complying with permit regulations and requirements:

Name: Laurie Watters

Address: PO Box 45 Rock Hall, MD 21661

E-Mail: lewalte1@yahoo.com

Telephone: (443) 465 0681

Type of permit sought: (✓) Raffle Only Treasure Chest ( ) Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: Town wide - Rock Hall

Are these premises owned, leased, or regularly occupied by the organization named above? Yes (No)

Date(s) of fund-raising: May 20th - August 13th 2022

Date and Time of Drawing: August 13, 2022 Begin at: 10:00pm End at: 10:15 pm

If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity, please sign below.

If, however, you are seeking to conduct a fund-raiser using more than one gaming activity in a single event, please complete the following page.

Signature of person completing this application: Laurie E Watters

Please Select One:

( ) Pick Up

(✓) Mail Permit (will be mailed to person responsible)

County Commissioners Office

Date 3-31-22 LJC

#6 - Main Street Rock Hall, Raffle Only, May 20 - August 15, 2022
4/12/2022
County Commissioners Meeting

ATTACHMENTS:

Description

5-2022 Main Street Rock Hall, Raffle Only, May 20 - August 15, 2022, Application

Permit# 5-2022

MULTIPLE GAMING DEVICE AND RAFFLE PERMIT APPLICATION
Pursuant to the provisions of the Annotated Code of Maryland, Criminal Law §§ 13-1701 to 13-1706.

Name of Organization: Main Street Rock Hall

Address of Organization: PO Box 45 Rock Hall MD 21661

Telephone: (443) 465 0681

Is the organization formed or located in Kent County? (Yes) No

Does the organization serve the residents of Kent County? (Yes) No

Is this organization tax exempt under the provisions of the Internal Revenue Code? (Yes) No

Tax Exempt Number: 83-2278471

Person responsible for complying with permit regulations and requirements:

Name: Laurie Walters

Address: PO Box 45 Rock Hall, MD 21661

E-Mail: lewalte1@yahoo.com

Telephone: (443) 465 0681

Type of permit sought: (✓) Raffle Only 50/50 ( ) Combined gaming devices used in a single fund-raising event

Location address of fund-raising affair: Town wide - Rock Hall

Are these premises owned, leased, or regularly occupied by the organization named above? Yes (No)

Date(s) of fund-raising: May 20 2022 - August 15, 2022

Date and Time of Drawing: August 15, 2022 Begin at: 3.00 pm End at: 3:15 pm

If you are seeking a permit authorizing only a raffle that is not conducted in combination with other gaming activity, please sign below.

If, however, you are seeking to conduct a fund-raiser using more than one gaming activity in a single event, please complete the following page.

Signature of person completing this application: Laurie E Walters

Please Select One:

( ) Pick Up

(✓) Mail Permit (will be mailed to person responsible)

County Commissioners Office

Date 3-31-22 LJC

National Public Safety Telecommunications Week
4/12/2022
County Commissioners Meeting

Item Summary:
Proclamation

ATTACHMENTS:

Description

04.12.22 National Public Safety Telecommunications Week

Kent County, Maryland

Proclamation

National Public Safety Telecommunications Week
April 10 -16, 2022

WHEREAS, When an emergency occurs the prompt response of police officers, firefighters, EMT's and paramedics is critical to the protection of life and preservation of property; and

WHEREAS, The safety of our police officers, firefighters, EMT's and paramedics is dependent upon the quality and accuracy of information obtained from citizens who telephone the Kent County Office of Emergency Services 9-1-1 Communications Center; and

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers, firefighters, EMT's and paramedics by monitoring their activities by radio, providing them information and insuring their safety; and

WHEREAS, Public Safety Telecommunicators of the Kent County Office of Emergency Services have contributed substantially to the apprehension of criminals, suppression of fires, and treatment of patients; and

WHEREAS, Each 9-1-1 Specialist has exhibited compassion, understanding and professionalism during the performance of their job in the past year.

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners do hereby proclaim the week of April 10 – 16, 2022 to be "National Public Safety Telecommunications Week in Kent County, Maryland" in honor of the men and women whose diligence and professionalism keep our county and citizens safe.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason, President

Ronald H. Fithian, Member

Robert N. Jacob, Jr., Member

April 12, 2022

Soroptimist International of Kent and Queen Anne's Counties, MD
4/12/2022
County Commissioners Meeting

Item Summary:
Live Your Dream: Education and Training Award, Brittany Wallace

ATTACHMENTS:

Description

04.12.22 Brittany Wallace, Live Your Dream-Education and Training Award, Soroptimist, Certificate of Recognition

04.12.22 Soroptimist International of Kent & Queen Anne's Counties, MD, 2022 Awards Banquet Invitation, Live Your Dream

Certificate of Recognition

Brittany Wallace

The County Commissioners of Kent County, Maryland, are honored to join the Soroptimist International of Kent & Queen Anne's Counties in recognizing you as the recipient of the Live Your Dream Award. Your faithful efforts are commendable.

THE COUNTYCOMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Member

April 12, 2022

SOROPTIMIST

Best for Women

Soroptimist International of

Kent & Queen Anne's Counties, MD

Invites you to join us for our

Annual Awards Banquet

Honoring our

Live Your Dream: Education & Training Award

Our Special High School Senior Awards

Monday, April 18, 2022

Amy Lynn Ferris Center
200 Schauber Road
Chestertown, MD 21620
6:00pm Dinner

R.S.V.P. Debbie Conner

410-708-0704 or debconner@verizon.net

LIVE YOUR dream .org

Soroptimist International of Kent and Queen Anne's Counties, MD
4/12/2022
County Commissioners Meeting

Item Summary:
Live Your Dream: Education and Training Award, Geneva Abdelaziz

ATTACHMENTS:

Description

04.12.22 Geneva Abdelaziz, Live Your Dream-Education and Training Award, Soroptimist, Certificate of Recognition

04.12.22 Soroptimist International of Kent & Queen Anne's Counties, MD, 2022 Awards Banquet Invitation, Live Your Dream

Certificate of Recognition

Geneva Abdelaziz

The County Commissioners of Kent County, Maryland, are honored to join the Soroptimist International of Kent & Queen Anne's Counties in recognizing you as the second-place recipient of the Live Your Dream Award. Your faithful efforts are commendable.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

P. Thomas Mason

P. Thomas Mason, President

Ronnie Fithian

Ronald H. Fithian, Member

Robert N. Jacob, Member

April 12, 2022

SOROPTIMIST

Best for Women

Soroptimist International of

Kent & Queen Anne's Counties, MD

Invites you to join us for our

Annual Awards Banquet

Honoring our

Live Your Dream: Education & Training Award

Our Special High School Senior Awards

Monday, April 18, 2022

Amy Lynn Ferris Center
200 Schauber Road
Chestertown, MD 21620
6:00pm Dinner

R.S.V.P. Debbie Conner

410-708-0704 or debconner@verizon.net

LIVE YOUR dream .org

Thomas N. Yeager, County Attorney
4/12/2022
County Commissioners Meeting

Item Summary:
Alcoholic Beverage Public Hearing Protocol

ATTACHMENTS:
Description

Thomas N. Yeager, County Attorney
4/12/2022
County Commissioners Meeting

Item Summary:
Public Hearing Protocol

ATTACHMENTS:

Description

Procedures for Testifying In-Person and Live Call-In

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY
PROCEDURES FOR TESTIFYING

It is our desire that everyone who wishes to contribute to this democratic process be given a fair and uninterrupted opportunity to be heard. To ensure equal opportunity for individual input for the topic under discussion, certain rules must be followed by all persons who are to testify.

Hearings are open to the public, and public comment is encouraged. The rules to govern our hearings are few but are intended to guide our proceedings. The hope is that each person testifying will be self-governed, thereby contributing to fairness for all.

The Chair will remind anyone who testifies when he/she has violated the rules of the proceeding.

Rule 1: Anyone who wishes to testify must identify themselves.

Rule 2: Each person testifying will have three minutes for his/her remarks.

Rule 3: The Chair will maintain order via voice commands.

Rule 4: Stick to the issues at hand.

In-Person comments will be taken first, then live call-in comments will be taken in the order in which they were received. Staff will acknowledge each caller and announce the last 4 digits of the phone number that was used to call in with. Staff will ask the caller to unmute their phone allowing them to testify at that time. All written comments will be read into record by a County Staff member immediately after all calls have been taken.

Written comments will be accepted until Friday, April 15, 2022 at 12:00 p.m. by the following methods:

By email:
kentcounty@kentgov.org

By letter:
The County Commissioners of Kent County
400 High Street
Chestertown, MD 21620

Alcoholic Beverage License Hearing
4/12/2022
County Commissioners Meeting

Item Summary:
Patricia Ann Lewis, Member
Blue Bird Tavern, LLC trading as Blue Bird Tavern
Class B, Beer, Wine, and Liquor License

ATTACHMENTS:

Description

04.12.22 Blue Bird Tavern Public Hearing Notice

KATE Recommendation, Blue Bird Tavern Hearing

03.22.22 Support Letter from Town of Chestertown for Blue Bird Tavern

04.12.22 Testimony Log, Public Hearing, Blue Bird Tavern, LLC Trading as Blue Bird Tavern, Class B, Beer, Wine, and Liquor License

Board of License Commissioners
P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member

NOTICE

Application has been made by Patricia Ann Lewis, Member, representing Blue Bird Tavern, LLC, trading as Blue Bird Tavern for a Class B, Beer, Wine, and Liquor License on the premises known as:

Blue Bird Tavern
512 Washington Avenue
Chestertown, MD 21620

which shall authorize the holder thereof to sell Beer, Wine, and Liquor at retail, at the place therein described, for on-premises consumption or elsewhere. A hearing on the said application will be held by the undersigned in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD on April 12, 2022, at 10:00 a.m. at which time any exceptions to the application will be heard.

By order of:

THE BOARD OF LICENSE COMMISSIONERS
FOR KENT COUNTY, MARYLAND

Sondra M. Blackiston

Sondra M. Blackiston
Clerk

PUBLISH KCN 03/24/22, 03/31/22

Kent County MARYLAND

Kent Alcohol and Tobacco Enforcement

To: Commissioners Mason, Fithian, and Jacob
From: Bonnie S. Pearsall, Inspector, and Sondra M. Blackiston, Clerk/KATE Manager
Date: April 12, 2022
Subject: Blue Bird Tavern, LLC trading as Blue Bird Tavern

Memorandum

The Blue Bird Tavern has been operating under a certificate of permission for the continuation of the business since the passing of James F. Schauber in 2019. COVID-19 complicated the application process. Patricia Ann Lewis has met all the requirements to be issued a license. If approved, the bulk transfer permit will be validated after a new license is issued.

Staff recommends approval of the application with no contingencies.

Note: License No. 4658 issued for The Blue Bird Tavern with Dot Mench as the Personal Representative will expire April 30, 2022. The hold from the Office of the Comptroller applies to this entity and does not affect the new applicant.

Town of Chestertown

118 N. Cross Street, Chestertown, MD 21620
tel: 410-778-0500 fax: 410-778-4378
email: office@chestertown.com
url: www.townofchestertown.com

Mayor
David Foster
Council
Tim O'Brien
Thomas A. Herz, Jr.
Jose Medrano
Meghan E. Efland
Town Manager
William S. Ingersoll

March 22, 2022

The Honorable Kent County Commissioners
P. Thomas Mason
Ronald H. Fithian
Robert N. Jacob, Jr.
Kent County Commissioners Office
400 High Street
Chestertown, MD 21620

RE: Application for Class B, Beer, Wine and Liquor License
Blue Bird Tavern
512 Washington Avenue
Chestertown, MD 21620

Dear Commissioners Mason, Fithian and Jacob:

At the Mayor and Council meeting of March 21, 2022, the Mayor and Council unanimously voted to express their support of the above referenced Class B, Beer, Wine, and Liquor License application for the Blue Bird Tavern.

Sincerely,

W. S. Ingersoll
Town Manager

Testimony Log

PUBLIC HEARING

April 12, 2022

BLUE BIRD TAVERN, LLC TRADING AS BLUE BIRD TAVERN, CLASS B, BEER, WINE, AND LIQUOR LICENSE

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME **(Please Print)**

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____

Alcoholic Beverage License Hearing
4/12/2022
County Commissioners Meeting

Item Summary:
Sean T. Dunworth, Member
Kevin H. Hodge, Member
Kristin L. Dunworth, Member
Shottie N. Huey, LLC trading as Blue Heron Oyster House and Inn
Class B, Beer, Wine, and Liquor License

ATTACHMENTS:

Description

04.12.22 Blue Heron Oyster House and Inn Public Hearing Notice

KATE Recommendation, Blue Heron Oyster House and Inn

04.12.22 Testimony Log, Public Hearing, Shottie N. Huey, LLC Trading as Blue Heron Oyster House and Inn, Class B, Beer, Wine, and Liquor License

Board of License Commissioners
P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member

NOTICE

Application has been made by members: Sean T. Dunworth, Kevin H. Hodge, and Kristin L. Dunworth, representing Shottie N Huey, LLC, trading as Blue Heron Oyster House and Inn for a Class B, Beer, Wine, and Liquor License on the premises known as:

Blue Heron Oyster House and Inn
20658 Wilkins Avenue
Rock Hall, MD 21661

which shall authorize the holder thereof to sell Beer, Wine, and Liquor at retail, at the place therein described, for on-premises consumption or elsewhere. A hearing on the said application will be held by the undersigned in the County Commissioners' Hearing Room, R. Clayton Mitchell, Jr. Government Center, 400 High Street, Chestertown, MD on April 12, 2022, at 10:00 a.m. at which time any exceptions to the application will be heard.

By order of:

THE BOARD OF LICENSE COMMISSIONERS
FOR KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH KCN 03/24/22, 03/31/22

Kent County MARYLAND

Kent Alcohol and Tobacco Enforcement

To: Commissioners Mason, Fithian, and Jacob
From: Bonnie S. Pearsall, Inspector, and Sondra M. Blackiston, Clerk/KATE Manager
Date: April 12, 2022
Subject: Shottie N Huey, LLC trading as Blue Heron Oyster House and Inn

Memorandum

The applicants have met the basic requirements for their application to be considered by the Board. The location most recently operated as The Wheelhouse, closed during COVID and never reopened. The prior operation was Swan Point Inn from 1995 to 2017. Staff files go back to 1965 with licenses changing from Class D to Class B under the following names Gratitude Inn, Waterman's Inn, Wheelhouse Tavern, and Peter Maas' Swan Point.

Staff recommends approval of the application with contingencies. Applicants must meet all State requirements and obtain a Food Service Facility License (issued by the Kent County Health Department) and acquire a Sales and Use Tax License (issued by the Comptroller's Office).

Note: No inventory was left on the premises by the previous owners therefore a bulk transfer permit is not applicable. The business has a targeted opening date of May 1st.

Testimony Log

PUBLIC HEARING

April 12, 2022

Shottie N. Huey, LLC trading as Blue Heron Oyster House and Inn
Class B, Beer, Wine, and Liquor License

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME **(Please Print)**

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____

Bill Mackey, Director, Planning, Housing and Zoning
4/12/2022
County Commissioners Meeting

Item Summary:
The proposed Code Home Rule Bill would amend Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance, to amend Article V. *District Regulations*, Section 7. *Village District*, 7.3 *Special Exceptions*, by adding a new subsection 14, "Hospitals, rehabilitation facilities, or other similar institutions for human care but not including animal hospitals"; and to amend Article VII. *Special Exceptions*, Section 7. *Special Exceptions*, subsection 27 by adding "V" to the districts where the special exception is allowed.

The proposed amendment would extend to the Village District via special exception a health-related service use that is currently permitted by special exception within the Intense Village and Intense Village Critical Area districts. The Kent County Comprehensive Plan recognizes that the County's increasingly diversified economy includes health care and supports that industry by encouraging, "… the development of new health-related businesses, thereby reinforcing a strong economic base while meeting community needs (p. 10)."

On March 3, 2022, the Planning Commission held a public hearing and favorably recommended the zoning text amendment to the County Commissioners. A letter from the Planning Commission is attached.

This item is for public hearing.

ATTACHMENTS:

Description

CHR Bill No. 2-2022 Hospitals and Human Care Institutions in the Village District Public Hearing Notice

CHR 2-2022 Hospitals and Human Care Institutions in the Village District DRAFT Legislation

Letter from Planning Commission to CC

application submitted for text amendment

04.12.22 Testimony Log, Public Hearing, CHR 2-2022 Hospitals and Human Care Institutions in the Village District

The County Commissioners of Kent County
P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

March 15, 2022
Legislative Session Day

Legislative Session Day
March 15, 2022

CODE HOME RULE
BILL NO. 2-2022

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance, by amending Article V. *District Regulations*, Section 7. *Village District*, 7.3 *Special Exceptions*, by adding a new sub-section 14, "Hospitals, rehabilitation facilities, or other similar institutions for human care but not including animal hospitals"; and to amend Article VII. *Special Exceptions*, Section 7. *Special Exceptions*, sub-section 27 by adding "V" to the districts where the special exception is allowed.

A hearing will be held on April 12, 2022, at 10:00 a.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online at www.kentcounty.com/commissioners/meeting-agenda, 24 hours in advance of the meeting, and it will include a unique call-in number, citizens are encouraged to participate in the Public Hearing and offer comments at the meeting either by phone or by attending in-person. If you require communication assistance, please contact the County Commissioners' Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than April 8, 2022.

A complete copy of the proposed legislative bill is available in the Commissioners' Office, 400 High Street, Chestertown, MD, Monday through Friday, 8:30 a.m. to 4:30 p.m. and on the County's website at www.kentcounty.com/commissioners/draft-legislation.

By order of:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 03/24/22, 03/31/22

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

March 15, 2022 **Legislative Session Day**
Legislative Session Day **March 15, 2022**

CODE HOME RULE
BILL NO. 2-2022

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance, by amending Article V. *District Regulations*, Section 7. *Village District*, 7.3 *Special Exceptions*, by adding a new sub-section 14, "Hospitals, rehabilitation facilities, or other similar institutions for human care but not including animal hospitals"; and to amend Article VII. *Special Exceptions*, Section 7. *Special Exceptions*, sub-section 27 by adding "V" to the districts where the special exception is allowed.

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

_____
P. Thomas Mason, President

INTRODUCED, read first time, March 15, 2022, ordered posted and public hearing scheduled April 12, 2022, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

_____
Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on April 12, 2022. Reported favorably [with] [without] amendments; read a second time and ordered to be considered on April 19, 2022, a legislative session day.

DRAFT

A BILL ENTITLED CHR 2-2022
HOSPITALS AND HUMAN CARE INSTITUTIONS IN THE VILLAGE DISTRICT

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that the Kent County Land Use Ordinance is hereby amended as follows:

ARTICLE V.

DISTRICT REGULATIONS

. . .

SECTION 7. VILLAGE DISTRICT

. . .

7.3 SPECIAL EXCEPTIONS

. . .

13. *Wind energy systems, small*

14. HOSPITALS, REHABILITATION FACILITIES, OR OTHER SIMILAR INSTITUTIONS FOR HUMAN CARE BUT NOT INCLUDING ANIMAL HOSPITALS

. . .

ARTICLE VII. SPECIAL EXCEPTIONS

. . .

SECTION 7. SPECIAL EXCEPTIONS

. . .

27. Hospitals, rehabilitation facilities, or other similar institutions for human care but not including animal hospitals in **V,** IV and IVCA

DRAFT

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the____ day of _____.

Read Third Time _____

PASSED this ___ day of _____

Failed of Passage _____

By order of:

_____
Sondra M. Blackiston, Clerk

(SEAL)

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

_____
P. Thomas Mason, President

_____
Ronald H. Fithian, Member

_____
Robert N. Jacob, Jr., Member

DRAFT

ORDERED a fair summary thereof of the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.

Kent County
MARYLAND

Planning Commission
Department of Planning, Housing, and Zoning

March 4, 2022

The Honorable P. Thomas Mason, President
Kent County Board of County Commissioners
400 High Street
Chestertown, MD 21620

RE: Kenah One Health Care Services – Zoning Text Amendment

Dear President Mason:

At its March 3, 2022, meeting, the Kent County Planning Commission reviewed an application submitted by Kenah One Health Care Services requesting an amendment of Article V, *District Regulations*, Section 7, *Village District*, Section 7.3, *Special Exceptions*, to include "Hospital, rehabilitation facility, or other similar institution for human care, but not including animal hospitals." This amendment would extend to the Village district a special exception use that is currently permitted as a special exception within the Intense Village and Intense Village Critical Area districts.

Following discussion, the Planning Commission voted to send a favorable recommendation to the County Commissioners, citing the following:

- The text amendment is consistent with the Kent County Comprehensive Plan's recognition that the County's increasingly diversified economy includes health care.
- A strategy of the County is to "Support the County's Health Care Industry" through encouraging, "… the development of new health-related businesses, thereby reinforcing a strong economic base while meeting community needs."
- The public need for the amendment is to allow for development of health-related services within a populated district.

Sincerely,
Kent County Planning Commission

Joe Hickman
Chairman

cc: Latonya Cotton, Kenah One Health Care Services

APPLICATION FOR TEXT AMENDMENT TO THE KENT COUNTY LAND USE ORDINANCE KENT COUNTY, MARYLAND

Kent County Department of Planning, Housing and Zoning
Kent County Government Center
400 High Street • Chestertown, MD 21620
410-778-7423 (phone) • 410-810-2932 (fax)

Pursuant to Article XII, "Administrative Procedures" Section 6, "Amendments", of the Kent County Land Use Ordinance, I/We Kenah One Health Care Services
Applicant's Name

of 308 N. Crain Highway, Glen Burnie, MD 21061 410-708-9597
Address **Telephone Number**

hereby petition the Kent County Commissioners to amend the Land Use Ordinance of Kent County, Maryland, as follows: Kenah One Health Care Services hereby petitions the Kent County Commissioners to amend the Land Use Ordinance of Kent County, Maryland, as follows: Amend Article 5, Section 7.3 of the Village to include Article 5, Section 8.3, 9 from the Intense Village District that includes "Hospital, rehabilitation facility, or other similar institution for human care, but not including animal hospitals" as special exception.

The purpose of the proposed amendment is to permit: Kenah One Health Care Services to use the current facility at 25000 Lambs Meadow Road, Worton, MD, as a rehabilitation facility for behavioral health treatment services.

Applicant's Signature

02/07/2022
Date

Please Note: The application for an amendment to the text of this Ordinance shall, at a minimum state in particular, the Article, Section, and paragraph sought to be amended. The application shall contain the language of the proposed amendment.

Scanned with CamScanner

Testimony Log

PUBLIC HEARING

April 12, 2022

CHR 2-2022 Hospitals and Human Care Institutions in the Village District

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (**Please Print**)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____

Bill Mackey, Director, Planning, Housing and Zoning
4/12/2022
County Commissioners Meeting

Item Summary:
The proposed Code Home Rule Bill would amend Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance, to amend Article V. *District Regulations*, Section 7. *Village District*, Section 7.2 *Permitted Principal Uses and Structures*, to include a new sub-section 27 "Home and business services such as grounds care, janitorial, exterminators, landscaping, and other repair and maintenance services, but not septic tank maintenance, subject to site plan review."

The proposed amendment would extend to the Village District a use that is already permitted within the Intense Village and Intense Village Critical Area Districts. The Kent County Comprehensive Plan recognizes the importance of supporting existing businesses and providing for more diversity in the size, number of types of businesses by promoting the development of small, locally owned businesses.

On March 3, 2022, the Planning Commission held a public hearing and favorably recommended the zoning text amendment to the County Commissioners. A letter from the Planning Commission is attached.

This item is for public hearing.

ATTACHMENTS:
Description
CHR Bill No. 3-2022 Home and Business Services in the Village District Public Hearing Notice
CHR 3-2022 Home and Business Services in the Village District DRAFT Legislation
Letter from PC to CC re home businesses in Village
Letter from EnergyWise re Blyman ZTA
application submitted for text amendment
04.12.22 Testimony Log, PUblic Hearing, CHR 3-2022 Home and Business Services in the Village District

The County Commissioners of Kent County
P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

March 15, 2022
Legislative Session Day

Legislative Session Day
March 15, 2022

CODE HOME RULE
BILL NO. 3-2022

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance, by amending Article V, *District Regulations*, Section 7, *Village District*, 7.2 *Permitted Principal Uses and Structures*, by adding a new sub-section 27, "Home and business services such as grounds care, janitorial, exterminators, landscaping, and other repair and maintenance services, but not septic tank maintenance, subject to site plan review".

A hearing will be held on April 12, 2022, at 10:00 a.m. in the Commissioners' Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland. The agenda for the meeting will be published online at www.kentcounty.com/commissioners/meeting-agenda, 24 hours in advance of the meeting, and it will include a unique call-in number, citizens are encouraged to participate in the Public Hearing and offer comments at the meeting either by phone or by attending in-person. If you require communication assistance, please contact the County Commissioners' Office at (410) 778-4600 and press 4 or visit Maryland Relay at www.mdrelay.org no later than April 8, 2022.

A complete copy of the proposed legislative bill is available in the Commissioners' Office, 400 High Street, Chestertown, MD, Monday through Friday, 8:30 a.m. to 4:30 p.m. and on the County's website at www.kentcounty.com/commissioners/draft-legislation.

By order of:

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

Sondra M. Blackiston
Clerk

PUBLISH: KCN 03/24/22, 03/31/22

THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND

March 15, 2022 **Legislative Session Day**
Legislative Session Day **March 15, 2022**

CODE HOME RULE
BILL NO. 3-2022

INTRODUCED BY: P. Thomas Mason, President of the Board of County Commissioners for Kent County, Maryland.

AN ACT to amend Chapter 222, Zoning, of the County Code of Kent County, Maryland, also known as the Kent County Land Use Ordinance, by amending Article V, *District Regulations*, Section 7, *Village District*, 7.2 *Permitted Principal Uses and Structures*, by adding a new sub-section 27, "Home and business services such as grounds care, janitorial, exterminators, landscaping, and other repair and maintenance services, but not septic tank maintenance, subject to site plan review".

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

_____
P. Thomas Mason, President

INTRODUCED, read first time, March 15, 2022, ordered posted and public hearing scheduled April 12, 2022, at 10:00 a.m. in the County Commissioners Hearing Room, R. Clayton Mitchell, Jr., Kent County Government Center, 400 High Street, Chestertown, Maryland.

By order of:

_____
Sondra M. Blackiston, Clerk

PUBLIC HEARING

HAVING been posted and notice of time and place of hearing and copies having been made available to the public and the press, a public hearing was held on April 12, 2022. Reported favorably [with] [without] amendments; read a second time and ordered to be considered on April 19, 2022, a legislative session day.

DRAFT

A BILL ENTITLED CHR 3-2022
HOME AND BUSINESS SERVICES IN THE VILLAGE DISTRICT

NOW, THEREFORE, BE IT ENACTED BY THE COUNTY COMMISSIONERS OF KENT COUNTY, MARYLAND that the Kent County Land Use Ordinance is hereby amended as follows:

ARTICLE V.

DISTRICT REGULATIONS

. . .

SECTION 7. VILLAGE DISTRICT

. . .

7.2 PERMITTED PRINCIPAL USES AND STRUCTURES

. . .

26. Data processing centers, subject to site plan review.

27. HOME AND BUSINESS SERVICES SUCH AS GROUNDS CARE, JANITORIAL, EXTERMINATORS, LANDSCAPING, AND OTHER REPAIR AND MAINTENANCE SERVICES, BUT NOT SEPTIC TANK MAINTENANCE, SUBJECT TO SITE PLAN REVIEW

DRAFT

BE IT FURTHER ENACTED by the County Commissioners of Kent County that this Act shall take effect on the____ day of _____.

Read Third Time _____

PASSED this ___ day of _____

Failed of Passage _____

By order of:

_____
Sondra M. Blackiston, Clerk

(SEAL)

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

_____
P. Thomas Mason, President

_____
Ronald H. Fithian, Member

_____
Robert N. Jacob, Jr., Member

ORDERED a fair summary thereof of the entire bill shall be published in at least one newspaper of general circulation in the County, not less than three times at weekly intervals within a four-week period.

DRAFT

March 4, 2022

The Honorable P. Thomas Mason, President
Kent County Board of County Commissioners
400 High Street
Chestertown, MD 21620

RE: Zebulon Blyman – Zoning Text Amendment

Dear President Mason:

At its March 3, 2022, meeting, the Kent County Planning Commission reviewed an application submitted by Zebulon requesting an amendment of Article V, *District Regulations*, Section 7, *Village District*, Section 7.2, *Permitted Principal Uses and Structures*, to include "Home and business services such as grounds care, janitorial, exterminators, landscaping, and other repair and maintenance services, but not septic tank maintenance, subject to site plan review." This amendment would extend to the Village district a permitted use that is currently permitted within the Intense Village and Intense Village Critical Area districts.

Following discussion, the Planning Commission voted to send a favorable recommendation to the County Commissioners, citing the following:

- The text amendment is consistent with the Kent County Comprehensive Plan's goals to support existing businesses and to expand and provide more diversity in the size, number, and types of businesses.
- The public need for the amendment is to allow for development or expansion of neighborhood businesses providing off-premise services.

Sincerely,
Kent County Planning Commission

Joe Hickman
Chairman

cc: Zebulon Blyman

Kent County Commissioners
R. Clayton Mitchell, Jr. Kent County Government Center
400 High Street
Chestertown, MD 21620

Dear Mr. Mason, Mr. Fithian, and Mr. Jacob,

I am writing this letter to support the text amendment for village zoning in Kent County, MD submitted by Zeb Blyman. I am a business owner in Kent County MD and support the expanded usage opportunities proposed by the text amendment. Commercial space in the county is limited and expansion will allow small businesses to grow, and employ more residents of the county.

EnergyWise supports emPOWER MD legislation and we are an approved contractor for Delmarva's Home Performance with the Energy Star program and MRDC's Low-income energy efficiency program funded by the department of housing (DHCD) through EmPOWER MD and DOE funding. I participate in energy efficiency programs run by Choptank Electric Cooperative and Habitat for Humanity that are funded by LMI grants provided by the Maryland Energy Administration (MEA).

EnergyWise LLC is currently small and based out of my home. We are looking to expand by purchasing a lot that one of my subcontractors owns in Melitota MD. The lot currently has a house and a shed that are in disrepair. There is an existing well and holding tanks on the property and we would like to use the lot as our home base with office space and storage space. The goal will be to improve the appearance of the lot while creating a space that will benefit the businesses' growth opportunities and ability to serve the residents of the county and the eastern shore of Maryland.

I hope that this letter of support will aid in the decision to approve the text amendment.

Thank you,
Nicholas W. Moulsdale

Nick Moulsdale
EnergyWise LLC | President
24960 Belleau Wood Rd. | Worton MD 21678
410-708-8836 | nick@energywisellc.com

APPLICATION FOR TEXT AMENDMENT TO THE KENT COUNTY LAND USE ORDINANCE KENT COUNTY, MARYLAND

Kent County Department of Planning, Housing and Zoning
Kent County Government Center
400 High Street • Chestertown, MD 21620
410-778-7423 (phone) • 410-810-2932 (fax)

Pursuant to Article XII, "Administrative Procedures" Section 6, "Amendments", of the Kent County Land Use Ordinance, I/We Zebulon E. Blyman
Applicant's Name

of 10672 Worton Road, Worton, MD 21678 410-708-1836
Address **Telephone Number**

hereby petition the Kent County Commissioners to amend the Land Use Ordinance of Kent County, Maryland, as follows: Amend Article 5, Section 7.2 of the Village to include Article 5, Section 8.2, 10 from the Intense Village District that includes "Home and business services such as grounds care, jantioral, exterminators, landscaping, and other repair and maintenance services, but not septic tank maintenance, subject to site plan review" as permitted principle uses and structures

The purpose of the proposed amendment is to permit: Zeb's Lawn and Land Service to improve and expand the existing maintenance shop. We feel that since this is a permitted use in the Intense Village Zone that it should permitted in the Village Zone as well.

Applicant's Signature

1/31/22
Date

Please Note: The application for an amendment to the text of this Ordinance shall, at a minimum state in particular, the Article, Section, and paragraph sought to be amended. The application shall contain the language of the proposed amendment.

Instructions: The Land Use Ordinance requires that five (5) copies for Zoning Text Amendment be submitted to the Executive Assistant to the County Commissioners accompanied by $500.00 filing fee, payable to the County Commissioners of Kent County.

For Office Use Only:
File Number
Date Filed
Date Referred to Planning Commission
Date Recommend. Rec'd from Plan. Comm.
County Comm. Public Hearing Date
County Commissioners Action
Date of Action
Property Posted

Testimony Log

PUBLIC HEARING

April 12, 2022

CHR 3-2022 Home and Business Services in the Village District

PLEASE SIGN IF YOU WISH TO SPEAK:

NAME (**Please Print**)

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____
11. _____
12. _____
13. _____
14. _____
15. _____
16. _____
17. _____
18. _____
19. _____

American Rescue Plan Act (ARPA) Funds Spend Plan
4/12/2022
County Commissioners Meeting

ATTACHMENTS:

Description

4-5-2022 ARPA Fund Commissioner Report

FY22 AMERICAN RESCUE PLAN ACT FUND
AS OF COMMISSIONER MEETING MINUTES DATED
4/5/2022

AMERICAN RESCUE PLAN ACT FUND

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
8/31/2021	Water & Wastewater Fund	$ 275,000	Clariflocculator Replacement Project
9/21/2021	KC Local Management Board	112,800	Feed the Elderly Year 1
10/26/2021	Information Technology	67,429	AV System
10/26/2021	Information Technology	27,095	IT Software
12/14/2021	Information Technology	665,000	Neighborhood Grants & Infrastructure Grants Office of Statewide Broadband
1/11/2022	Water & Wastewater Fund	2,817	Change order #1 equipment and cabinet, Fairlee Clariflocculator Replacement Project
1/11/2022	Water & Wastewater Fund	90,642	Change order #2 Demo, aeration tower, Fairlee Clariflocculator Replacement Project
2/1/2022	Emergency Operations Center	14,087	A/V equipment in EOC-video conferencing
2/8/2022	Water & Wastewater Fund	110,065	SCADA Pump Station Monitoring
2/8/2022	Water & Wastewater Fund	57,500	Kent County Regional Wastewater Treatment Plant Feasibility Study-Millington/Rt 301
2/8/2022	Water & Wastewater Fund	52,910	Tolchester Wastewater Treatment Plant Influent Screen Replacement Project-design services
3/8/2022	KC Local Management Board	204,115	Feed the Elderly Year 2 and Year 3
3/22/2022	Water & Wastewater Fund	32,981	Worton WWTP influent lagoon-engineering-Design and bid services
AMOUNT OF FUNDS COMMITTED		**$ 1,712,441**	
AMOUNT OF ARPA FUNDS		**$ 3,766,777**	
BALANCE OF ARPA FUNDS REMAINING		**$ 2,054,336**	

Water and Wastewater Division
4/12/2022
County Commissioners Meeting

ATTACHMENTS:

Description

04.12.22 Contract, By and Between the County Commissioners of Kent County and Somerset Well Drilling Co., Inc., Replacement of Existing Filter Media at Kennedyville Water Plant Hydra Sand Filter

CONTRACT

THIS CONTRACT, made this 12th day of April 2022, by and between the County Commissioners of Kent County, a body corporate and politic of the State of Maryland, hereinafter referred to as the OWNER, and Somerset Well Drilling Co., Inc., hereinafter referred to as the CONTRACTOR;

WITNESSETH, that for and in consideration of the mutual covenants and promises between the parties hereto, it is fully agreed that:

1. The CONTRACTOR will perform replacement of the existing filter media at the Kennedyville Water Plant Hydra Sand filter. Work to be done in accordance with their proposal dated April 1, 2022.

2. LIABILITY INSURANCE. CONTRACTOR shall furnish to Owner, before beginning any work hereunder, an updated Certificate of Insurance certifying that the Contractor carries comprehensive, general liability insurance coverage through a policy which protects the County, and names the County as an Additional Insured in aggregate liability coverage of not less than Two Million ($2,000,000.00) Dollars.

3. WORKER'S COMPENSATION INSURANCE. CONTRACTOR shall furnish to the County Commissioners, before beginning work, an updated Certificate of Workmen's Compensation Insurance covering all employees of said Contract in amounts statutorily required.

4. COMPLETION OF WORK. The CONTRACTOR shall commence the work covered by this contract within 5 days after the date of receipt of the Notice to Proceed. Work shall be completed within 60 days of the Notice to Proceed.

5. CONTRACT SUM. The OWNER shall pay the CONTRACTOR for the performance of said work, subject to additions or deletions provided herein, Twenty Eight Thousand Three Hundred and Fifty Dollars ($28,350.00).

6. The Contract Documents include the following:
   a. Exhibit A General Terms & Conditions of Contract between County & Contractor
   b. Exhibit B Contractor's Proposal dated April 1, 2022.

7. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the general conditions and in such amounts as required by the Contract Documents.

8. This Contract shall be governed by the Laws of the State of Maryland, without regard to its conflicts of law principles. Jurisdiction and venue shall lie in State or Federal

Courts located within the State of Maryland.

9. This Contract shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Contract in duplicate, on the date first above written.

WITNESS/ATTEST

Lacey I. Cox April 12, 2022

THE COUNTY COMMISSIONERS
OF KENT COUNTY, MARYLAND

By: P. Thomas Mason April 12, 2022
President of the Kent County Commissioners

SOMERSET WELL DRILLING CO. INC.

_____

By: _____

_____
Title

_____
Employer Identification Number

EXHIBIT A

GENERAL TERMS AND CONDITIONS OF CONTRACT BETWEEN COUNTY AND CONTRACTOR

("General Conditions")

1. ACCOUNTING SYSTEM AND AUDIT, ACCURATE INFORMATION

The Contractor certifies that all information the Contractor has provided or will provide to the County is true and correct and can be relied upon by the County in awarding, modifying, making payments, or taking any other action with respect to this contract including resolving claims and disputes. False or misleading information constitutes grounds for the County to terminate this contract for cause and to pursue any other appropriate remedy. The Contractor certifies that the Contractor's accounting system conforms to generally accepted accounting principles, is sufficient to comply with the contract's budgetary and financial obligations, and is sufficient to produce reliable financial information.

The County may examine the Contractor's and any first tier subcontractor's records to determine and verify compliance with the contract and to resolve or decide any claim or dispute arising under this contract. The Contractor and any first tier subcontractor must grant the County access to these records at all reasonable times during the contract term and for three (3) years after final payment (or for such longer period as may be required pursuant to any federal, state, or other loan or grant condition). If the contract is supported to any extent with federal or state funds, the appropriate federal or state authorities may also examine these records. The Contractor must include the preceding language of this paragraph in all first tier subcontracts.

2. AMERICANS WITH DISABILITIES ACT

The Contractor agrees to comply with the nondiscrimination requirements of Titles II and III, and other provisions, of the Americans with Disabilities Act of 1990, Pub. Law 101-336, as amended, currently found at 42 U.S.C., § 12101, et seq.

3. APPLICABLE LAWS

This contract must be construed in accordance with the applicable laws, rules, and regulations of the State of Maryland (without regard to its conflicts of laws principles) and of Kent County. All Kent County laws, rules, and regulations are incorporated by reference into, and made a part of, this contract. In the case of any inconsistency between this contract and such laws, rules, and regulations, the laws, rules and regulations shall govern. The Contractor must, without additional cost to the County, pay any necessary fees and charges, obtain any necessary licenses and permits, and comply with applicable federal, state and local laws, codes and regulations. For purposes of litigation involving this contract, except for contract Disputes discussed in paragraph 8 below, exclusive venue and jurisdiction must be in the Maryland State courts located in Kent County, Maryland.

4. ASSIGNMENTS AND SUBCONTRACTS

The Contractor may not assign or transfer this contract, any interest herein or any claim hereunder, except as expressly authorized in writing by County's DIRECTOR OF PURCHASING, or as otherwise specifically provided for in the contract. Unless performance is separately and expressly waived in writing by the DIRECTOR OF PURCHASING, an assignment does not release the Contractor from responsibility for performance of this contract. Unless otherwise provided in the contract, the Contractor may not contract with any other party for furnishing any of the materials or services herein contracted for without the written approval of the DIRECTOR OF PURCHASING.

5. CHANGES

The DIRECTOR OF PURCHASING may unilaterally change the work, materials and services to be performed, in accordance with County law, rule, or regulation. The change must be in writing and within the general scope of the contract. The contract will be modified to reflect any time or money adjustment the Contractor is entitled to receive. Any claim concerning an adjustment in time or money due to a change must be given in writing to the DIRECTOR OF PURCHASING or the designated contract administrator, within thirty (30) days from the date that the change was ordered, or the claim is waived. Any failure to agree upon a time or money adjustment must be resolved under the "Disputes" clause of this contract. The Contractor must proceed with the prosecution of the work as changed, even if there is an unresolved claim. No charge for any extra work, time or material will be allowed, except as provided in this section.

6. CONTRACT ADMINISTRATION

A. The contract administrator, subject to paragraph B below, is the Department representative designated by the DIRECTOR OF PURCHASING. The contract administrator is authorized to:

(1) serve as liaison between the County and Contractor;

(2) give direction to the Contractor to ensure satisfactory and complete performance;

(3) monitor and inspect the Contractor's performance to ensure acceptable timeliness and quality;

(4) serve as records custodian for this contract;

(5) accept or reject the Contractor's performance;

(6) furnish timely written notice of the Contractor's performance failures to the DIRECTOR OF PURCHASING;

(7) prepare required reports;

(8) approve or reject invoices for payment;

(9) recommend contract modifications or terminations to the DIRECTOR OF PURCHASING; and

(10) issue notices to proceed.

B. The contract administrator is NOT authorized to make determinations (as opposed to recommendations) that alter, modify, terminate or cancel the contract, effect a procurement, interpret ambiguities in contract language, or waive the County's contractual rights.

7. COST AND PRICING DATA

The Contractor guarantees that any cost and/or pricing data provided to the County will be accurate and complete. The Contractor grants the County access to all books, records, documents, and other supporting data in order to permit adequate evaluation of the Contractor's proposed price(s). The Contractor also agrees that the price to the County, including profit or fee, may, at the option of the County, be reduced to the extent that the price was based on inaccurate, incomplete, or non-current data supplied by the Contractor.

8. DISPUTES DURING CONTRACT PERFORMANCE

Any dispute by Contractor arising during the performance of the contract, which dispute is not disposed of by mutual agreement, must be decided as provided hereunder. Pending final resolution of a dispute, the Contractor must proceed diligently with contract performance. Subject to the discretion of the DIRECTOR OF PURCHASING, the head of the County department, office, or agency ("Department Head") of the contract administrator is the designee of the DIRECTOR OF PURCHASING, for the purpose of dispute resolution. If the contract administrator is the Department Head, then the dispute shall be managed by the DIRECTOR OF PURCHASING. The Department Head may, with the Contractor's consent, delegate this responsibility to another person (other than the contract administrator). The Contractor waives any dispute or claim not made in writing and received by the Department Head within thirty (30) days of the occurrence giving rise to the dispute or claim. A dispute must be in writing, for specific relief, and any requested relief must be fully supported by affidavit and all relevant calculations, including cost and pricing information, records, and other information. The Contractor may, at the County's option, be made a party to any related dispute involving another Contractor.

9. DOCUMENTS, MATERIALS AND DATA

All documents, materials or data developed as a result of this contract are the County's property, unless specifically provided for in the contract. The County has the right to use and reproduce any documents, materials, and data, including confidential information, used in the performance of, or developed as a result of, this contract. The County may use this information for its own purposes, including reporting to state and federal agencies. The Contractor warrants that it has title to or right of use of all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials, and data prepared or developed by the

Contractor or supplied by the County.

10. DURATION OF OBLIGATION

The Contractor agrees that all of Contractor's obligations and warranties which, directly or indirectly, are intended by their nature or by implication to survive performance of the contract shall so survive the completion of performance, termination for cause, or the termination for convenience of the contract.

11. ENTIRE AGREEMENT

There are no promises, terms, conditions, or obligations other than those contained in the contract, including any terms, conditions, documents or exhibits thereto, and these General Conditions. This contract supersedes all communications, representations, or agreements, either verbal or written, between the parties hereto, with the exception of express warranties given to induce the County to enter into the contract.

12. ETHICS REQUIREMENTS/ POLITICAL CONTRIBUTIONS

The Contractor must comply with the ethics provisions contained in Chapter 29 – Ethics of the Code of Public local Laws of Kent County.

13. GUARANTEE

A. Contractor guarantees for one year from acceptance, or for such other period of time as may have been expressly stated in the contract or the County's written solicitation, all goods, services, and construction offered, including those used in the course of providing the goods, services, and/or construction. This includes a guarantee that all products offered (or used in the installation of those products) carry a guarantee against any and all defects for such period. The Contractor must correct any and all defects in material and/or workmanship which may appear during the guarantee period, or any defects that occur within one (1) year of acceptance even if discovered more than one (1) year after acceptance, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the County and to the County's satisfaction.

B. Should a manufacturer's or service provider's warranty or guarantee exceed the requirements stated above, that guarantee or warranty will be the primary one used in the case of defect. Copies of manufacturer's or service provider's warranties must be provided upon request.

C. All warranties and guarantees must be in effect from the date of acceptance by the County of the goods or services.

D. The Contractor guarantees that all work shall be accomplished in a workmanlike manner, and the Contractor must observe and comply with all federal, State, County and local laws, ordinances and regulations in providing the goods and performing the services listed.

E. Goods and materials provided under this contract must be of first quality, latest model, and of current manufacture, and must not be of such age or so deteriorated as to impair their usefulness or safety. Items that are used, rebuilt, or demonstrator models are unacceptable, unless specifically requested by the County in the in the contract documents.

F. ***All goods shall be merchantable and fit for the particular purpose ordered or purchased, and the Contractor so represents and warrants.***

14. HAZARDOUS AND TOXIC SUBSTANCES

Manufacturers and distributors are required by federal "Hazard Communication" provisions of 29 CFR 1910.1200, and the Maryland "Access to Information About Hazardous and Toxic Substances" Law, to label each hazardous material or chemical container, and to provide Material Safety Data Sheets to the purchaser. The Contractor must comply with these laws and must provide the County with copies of all relevant documents, including Material Safety Data Sheets, prior to performance of services or contemporaneous with delivery of goods.

15. IMMIGRATION REFORM AND CONTROL ACT

The Contractor warrants that both the Contractor and any subcontractor do not and shall not hire, recruit or refer for a fee, for employment under this contract or any subcontract, an alien while knowing the alien is an unauthorized alien, or any individual without complying with the requirements of the federal Immigration and Nationality laws, including but not limited to any verification and record keeping requirements. The Contractor further assures the County that, in accordance with those laws, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or, in the case of a citizen or intending citizen, because of such individual's citizenship status.

16. INCONSISTENT PROVISIONS

Notwithstanding any provisions to the contrary in any contract terms or conditions supplied by the Contractor, the County's General Conditions supersede the Contractor's terms and conditions in the event of any inconsistency, unless specifically waived or amended by the County.

In the case of any conflicts or ambiguities among the contract documents, such matters shall be resolved in favor of the following priorities:

a. ***Any term or condition specifically provided for in a contract or exhibit to a contract, other than terms and conditions provided by the Contractor.***

b. ***Terms and conditions specified by the County in any request for proposal, request for interest of qualifications, invitation to bid, or other document specifying with particularity the County's terms and conditions.***

c. ***These General Conditions.***

The lack of a specific provision in any of the documents referred to in items 16.a and 16.b above shall not operate to create an ambiguity with these General Conditions.

17. INDEMNIFICATION

The Contractor is responsible for any loss, personal injury, death and any other damage (including incidental and consequential) that may be done or suffered by reason of the Contractor's negligence or failure to perform any contractual obligations. The Contractor must indemnify and save the County harmless from any loss, cost, damage and other expenses, including attorney's fees and litigation expenses, suffered or incurred due to the Contractor's negligence or failure to perform any of its contractual obligations. If requested by the County, the Contractor must defend the County in any action or suit brought against the County arising out of the Contractor's negligence, errors, acts or omissions under this contract. The negligence of any agent, subcontractor or employee of the Contractor is deemed to be the negligence of the Contractor. For the purposes of this paragraph, County includes its elected officials, officials, employees, agents, boards, and agencies.

18. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor. The Contractor and the Contractor's employees or agents are not agents or employees of the County. Neither these General Conditions nor the contract are intended to create, nor do they create any partnership, joint venture, agency or other relationship between the County and the Contractor.

19. INFRINGEMENT

Contractor represents and warrants that there is no copyright or patent infringement with respect to any goods or materials furnished pursuant to the contract. The Contractor shall indemnify and hold harmless the County with respect to costs, expense, damages, and liability arising from or on account of any claim for infringement.

20. INSPECTIONS

The County has the right to monitor, inspect and evaluate or test all supplies, goods, or services called for by the contract at all reasonable places (including the Contractor's place of business) and times (including the period of preparation or manufacture).

21. INSURANCE

Prior to execution of the contract, the Contractor must obtain at its own cost and expense, and keep in force and effect during the term of this contract, including all extensions, the insurance specified in the contract, including any applicable table or attachment, with an insurance company licensed or qualified to do business in the State of Maryland and with an A. M. Best rating of not less than A-. The Contractor must submit a certificate of insurance prior to award of this contract and prior to any contract modification extending the term of the contract, as evidence of compliance with this provision. The County must be named as an additional insured on all liability policies. Forty-five (45) days written notice to the County of cancellation or material change in any of the policies is required. In no event may the insurance coverage be less than that shown on the applicable table, attachment, or contract provision for required insurance. Subject to applicable law, the DIRECTOR OF PURCHASING may waive or modify the requirements of this section 21 in whole or in part.

22. NON-CONVICTION OF BRIBERY

The Contractor hereby declares and affirms that, to its best knowledge, none of its officers, directors, members, partners, or employees directly involved in obtaining contracts has been convicted of bribery, attempted bribery, or conspiracy to bribe under the laws of any state or the federal government.

23. NONDISCRIMINATION IN EMPLOYMENT

The Contractor shall not discriminate in employment, or in the treatment of employees, or discriminate in any manner on the basis of race, color, gender, age, religion, creed, national origin, ancestry, marital status, disability, political affiliation, or lawful sexual orientation and shall follow and obey all applicable State, federal, and County laws and regulations regarding employment discrimination. The Contractor must bind its subcontractors to the provisions of this section.

24. PAYMENTS

This contract is subject to a non-appropriations clause as provided herein. No payment may be made or is due under this contract unless funds for the payment have been appropriated and encumbered by the County. Under no circumstances will the County pay the Contractor for legal fees. The Contractor must not proceed to perform any work (provide goods, services, or construction) prior to receiving written confirmation that the County has appropriated and encumbered funds for the work. If the Contractor fails to obtain this verification from the County prior to performing work, the County has no obligation to pay the Contractor for the work.

If this contract provides for an additional contract term, or for work in any period beyond the end of the County's fiscal year in which the contract is executed, continuation of this contract beyond the end of that fiscal year is contingent upon the subsequent appropriation of funds and encumbrance of those appropriated funds for payments under this contract. If funds are not appropriated and encumbered to support continued performance in a subsequent fiscal period, this contract terminates

without further notice from, or cost to, the County. The Contractor acknowledges that the County Commissioners have no obligation to appropriate funds for this contract in subsequent fiscal years. Furthermore, the County has no obligation to encumber funds to this contract in subsequent fiscal years. Accordingly, for each subsequent contract term, the Contractor must take appropriate action to verify that such funds have been appropriated and encumbered. See Annotated Code of Maryland, Article 31, section 3.

25. PERSONAL PROPERTY

All furniture, office equipment, equipment, vehicles and other similar types of personal property specified in the contract and purchased with funds provided under the contract become the property of the County upon the termination or expiration of this contract, unless expressly stated otherwise.

26. TERMINATION FOR CAUSE

The County may terminate the contract in whole or in part, and from time to time, whenever the County determines that the Contractor is:

a. defaulting in performance or is not complying with any provision of this contract;

b. failing to make satisfactory progress in the prosecution of the contract; or

c. endangering the performance of this contract.

Prior to a termination for cause, the County will send the Contractor written notice specifying the cause. The notice will give the Contractor ten (10) days from the date the notice is issued to cure the default or make progress satisfactory to the County in curing the default, unless a different time is given in the notice. If the County determines that default contributes to the curtailment of an essential service or poses an immediate threat to life, health, or property, the County may terminate the contract immediately upon issuing oral or written notice to the Contractor without any prior notice or opportunity to cure. In addition to any other remedies provided by law or the contract, the Contractor must compensate the County for additional costs that would be incurred by the County, whether the costs are actually incurred or not, to obtain substitute performance. A termination for cause shall be considered a termination for convenience as of the date the Contractor was advised of the termination for cause, if there was, in fact, no cause.

27. TERMINATION FOR CONVENIENCE

This contract may be terminated by the County, in whole or in part, upon written notice to the Contractor, when the County determines termination to be in the County's best interest. The termination is effective ten (10) days after the notice is issued, unless a different time is given in the notice. The County is liable only for payment for acceptable performance prior to the effective date of the termination, and for costs reasonably incurred as of the date of termination, which costs or items acquired by such costs cannot be economically retained by the Contractor for other or future use of the Contractor.

28. TIME

Time is of the essence in the performance by Contractor of the contract and of all ancillary matters arising therefrom.

29. TITLE

All goods delivered or provided to the County or otherwise pursuant to the contract, and the title thereto, shall be free any security interest, lien, contract restriction, or other form of encumbrance. Title shall pass to the County at the place of delivery to the County, subject to the County's right to inspect and accept or reject the goods.

30. WORK UNDER THE CONTRACT

Work may not commence under this contract until all conditions for commencement are met, including execution of the contract by both parties, compliance with insurance requirements, and issuance of any required notice to proceed.

SOMERSET WELL DRILLING CO., INC.
INDUSTRIAL • DOMESTIC • IRRIGATION • GEOTHERMAL

30170 RITZEL ROAD • P.O. BOX 67
WESTOVER, MARYLAND 21871-0067
(410) 651-3721 FAX (410) 651-5255

April 1, 2022

Kent County Division of Water and Wastewater
Kent County Department of Public Works
709 Morgnec Road
Chestertown, MD 21620

Re: Redevelopment of the Kennedyville Water Plant Hydrasand filter

Attn: Mr. Chris Yiannakis

As requested, we are pleased to provide you with the following scope of work and budget to redevelop the existing filter media in the H 19 SB Hydransand Filter. We have not included any mechanical equipment replacement, only Media replacement.

Scope

- Remove and dispose of the existing sand
- Rinse out tank
- Clean the sight glass
- Furnish and Install 10,000 lbs of filter sand
- Rinse and chlorinate filter bed. Water sampling (if required) by others

Contract Price $28,350.00

Sand meets the specifications provided to us.

The total estimated amount to perform the above work is: Twenty-eight thousand three hundred fifty dollars ($28,350.00). Our terms are net thirty. Please call if you have any questions.

Sincerely,

Michael T. Hall

Michael T. Hall
Treasurer

Scott Boone, Director, Information Technology
4/12/2022
County Commissioners Meeting

Item Summary:
County Phone System Discussion

Scott Boone, Director, Information Technology
4/12/2022
County Commissioners Meeting

Item Summary:
Purchase of Additional Cybersecurity

ATTACHMENTS:
Description

Scott Boone, Director, Information Technology
4/12/2022
County Commissioners Meeting

Item Summary:
Purchase of Ransomware Tool

April Bitter, Project Manager, Information Technology
4/12/2022
County Commissioners Meeting

Item Summary:
Renewal of Verizon Wireless GSA Contract

ATTACHMENTS:

Description

04.12.22 Kent County Government, New GSA-Multiple Award Schedule #47QTCA20D00B5 Purchase Order Awarded June 11th 2020, Verizon Wireless, Miscellaneous ECPD 2652692, April 6, 2022 for 12 Months Through 2023

verizon

KENT COUNTY GOVT

NEW GSA-Multiple Award Schedule #47QTCA20D00B5 Purchase Order Awarded June 11th 2020

Date:	April 6, 2022
Vendor:	Verizon Wireless
Vendor Address:	10170 Junction Drive Annapolis Junction, MD 20701
Vendor Email:	VZWFederal.Implementations@VerizonWireless.com
Phone:	1.800.561.6227
FAX:	1.866.227.4978
Authorized By:	By signing below, I certify that I am have legal authority to bind the listed government agency , that my agency is authorized to purchase under the GSA Multiple Award Schedule and that the use of all products/services purchased is for authorized government use. **ANY RESELLING OF PRODUCTS/SERVICES PURCHASED UNDER THIS ORDER ARE STRICTLY PROHIBITED**, as the contract and governing regulations require that **all MAS purchases will be used for governmental purposes only and will not be resold for personal use.** Agency Name: KENT COUNTY GOVT Signature of Authorized Official: P. Thomas Mason 04/12/22 Printed or typed name: P. Thomas Mason Printed or typed title: President
Contact Information:	Email address: itdirector@kentgov.org Phone number: (410) 778-5315 FAX number:
Billing Information:	KENT COUNTY GOVT 400 High Street CHESTERTOWN, MD 21620
Payment and Billing Terms:	Net 30
Description of Goods/Services; Pricing:	Cellular service on the accounts listed below (or attached) totaling 60 units in accordance with the rate plans and terms and conditions now or in the future applicable to each of such lines pursuant to GSA Multiple Award Schedule Number 47QTCA20D00B5, Rate Plan(s): VARIOUS Equipment: VARIOUS
Term:	April 6, 2022 for 12 months through 2023 (month) (day) (#) (year)
Funds Authorized:	Monthly Access Fees for service on 60 Lines (Estimated) $3,000.00 Equipment charge(s) on 60 Lines (Estimates) $5,000.00 Total Access and Equipment Fees on 60 lines (Estimate) $41,000.00 Plus applicable fees, taxes and charges
Contract #:	GSA Multiple Award Schedule Number 47QTCA20D00B5, all terms and conditions are incorporated by reference.
Equipment (Open Market):	None of the equipment listed are products listed on GSA Multiple Award Schedule Contract No. 47QTCA20D00B5. All devices, accessories or other products/services not available on the Schedule Pricelist are purchased "Open Market."
Miscellaneous:	Specify Phones, Delivery, Etc.: ECPD-2652692–all bill levels Existing Verizon Wireless Account Number/s (if applicable)
Customer Acceptance:	Signature: P. Thomas Mason Date: 04/12/22

For Verizon Wireless internal use only: Approval: _____ Date: _____

Myra Butler, Director, Parks and Recreation
4/12/2022
County Commissioners Meeting

Herb Dennis, Warden, Kent County Detention Center - ITEM NOT DISCUSSED
4/12/2022
County Commissioners Meeting

Item Summary:
Inmate Meal Contract - ITEM NOT DISCUSSED

ATTACHMENTS:

Description

04.12.22 Aramark Contract - Not Discussed

04.12.22 Trinity Release Letter - Not Discussed

OPERATING AGREEMENT - FOOD SERVICE

This OPERATING AGREEMENT (the "**Agreement**") is made as of _____, 2022 by and between the Kent County, Maryland, with offices at 400 High Street, Chestertown, MD 21620 (the "**County**"), and Aramark Correctional Services, LLC, a Delaware limited liability company, having a place of business at 2400 Market Street, Philadelphia, Pennsylvania 19103 ("**Aramark**").

W I T N E S S E T H:

1. GRANT: The County hereby grants to Aramark the exclusive right to provide food service (excluding vending machine operation) for the County's inmates, staff and visitors at the Kent County Detention Center, located at 104 Vickers Drive, Suite A, Chestertown, MD 21620 (the "**Facility**"). Aramark hereby agrees to furnish nutritious, wholesome, and palatable food to such inmates, staff and visitors in accordance with this Agreement. The food service shall meet all current standards as established by:

A. The American Correctional Association.

B. The Food and Nutritional Board of the National Academy Science as prescribed for inmates.

C. The State of Maryland.

2. OPERATIONAL RESPONSIBILITIES:

A. Facilities And Equipment: The County shall, at its expense, provide Aramark with adequate preparation kitchen, office and storage facilities at the Facility, completely equipped and ready to operate, together with such heat, refrigeration and utilities services (including telephone and internet service) as may be reasonably required for the efficient performance of the Agreement.

The County shall furnish building maintenance services for the Facility and shall provide preventive maintenance and equipment repairs and replacements for the County-owned equipment. The County shall furnish and maintain an adequate inventory of serviceware, thermal tray and delivery equipment, pots, pans, beverage containers and utensils at the Facility.

Should the County fail to provide the equipment, repair, maintenance and replacement services or supplies described in this Section, after notice from Aramark to do so, Aramark may, in its discretion and at its option, choose to provide, and bill the County for, such equipment, repair, maintenance and replacement services or supplies. In that event, the County shall pay for such equipment, repair, maintenance and replacement services or supplies at the prices billed by Aramark. Such prices shall be competitive with the cost of obtaining such products or services from an independent source in the open market.

NOT DISCUSSED

B. Emergency Plan: Aramark shall submit a contingency emergency plan to provide for food service in the event of a Force Majeure (hereinafter defined) within 60 days after the commencement of operations. In the event of a Force Majeure, the County shall assist Aramark by permitting reasonable variations in Aramark's menu cycle, Product offerings and service methods. However, Aramark shall not be relieved of its responsibility to provide meal service under the terms of this Agreement. Additional costs, if any, incurred in providing service in the event of a Force Majeure shall be borne by the County. The term "**Force Majeure**" means any war, riot, terrorism, warlike action (whether actual, impending or expected, and whether de jure or de facto), or other disorder, strike or other work stoppage, fire, explosion, earthquake, severe weather, landslides, sinkholes, lightning, hurricanes, storms, floods, washouts, earthquake, tornado, flood, acts of God or other natural disaster, or other casualty, or other restraint of government (civil or military), blockades, insurrections, acts of terrorists or vandals, epidemics, pandemics, civil commotion, any material interruption of the Facility utility systems, confiscation or seizure by any government or public authority, laws, rules and regulations of governmental authorities, or nuclear reaction or radiation, radioactive contamination, or other similar condition not within the reasonable control of the party whose performance is interfered with, and which, by reasonable diligence, such party is unable to prevent.

C. Meal Delivery: Facility personnel shall receive meals at the County kitchen, shall transport such meals to appropriate areas, and shall return all trays and delivery equipment to Aramark at the County kitchen, in a timely manner.

D. Food Products And Cleaning Supplies: Aramark shall purchase and pay for all food products and kitchen cleaning supplies, which purchases will be made through Aramark's purchasing programs. Products purchased for use in the food service operation shall be the property of Aramark. Aramark reserves the right, in its sole discretion, to determine specific brands, product lines and other purchasing decisions, subject to compliance with the standards for the services as set forth in this Agreement. Aramark may receive certain discounts, rebates, allowances and other payments from its manufacturers, suppliers and distributors (individually and collectively, the "**Vendors**"). County acknowledges and agrees that any prompt payment or 'cash' discounts, as well as all other discounts, rebates, allowances or other payments that Aramark receives from its Vendors shall be retained by Aramark. Aramark shall purchase all food products from USDA inspected plants that are approved as strictly complying with food safety standards. All food products purchased have a manufacturer's and distributor's assurance of safe handling. Food products are reviewed and approved by Aramark's registered dietitians to ensure that the food products meet resident acceptability and nutritional standards. The County shall be responsible for providing maintenance supplies and for maintaining kitchen appliances and equipment at the County's expense.

E. Portion Size Requirements: All entrée portions listed on the menu that are purchased fully cooked, within the manufacturer's tolerance specifications, are based on weight measurements prior to reheating. Casserole portions and entrée portions made from scratch are based upon weight measurements after the food has been cooked according to standardized recipes.

NOT DISCUSSED

F. Menu: The menu served at the Facility may be modified in any way by mutual agreement of the parties.

G. Sanitation: Aramark shall be responsible for daily cleaning and housekeeping in the food preparation, service, receiving and storage areas, and shall, on a continuing basis, maintain high standards for sanitation. The County shall provide janitorial services outside the kitchen facilities provided to Aramark. The County shall clean the vents and ductwork leading to the roof from food preparation areas. The County shall be responsible for extermination services and the removal of trash and garbage from the designated food service area.

H. Personnel: Aramark shall provide on-site management and supervisory personnel, and from its regional and headquarters locations, administrative, dietetic, purchasing, equipment consulting and personnel advice and supervision. The County shall provide inmate workers at the Facility kitchen. The number of inmates required shall be determined by the County liaison and Aramark's district manager prior to the commencement of operations. Such inmates shall be assigned duties in the food service operation that may include sanitation, food preparation and production, and storeroom functions. Inmates shall not be considered civilian employees of Aramark, shall not be part of any work release program where such inmates would have employee rights, and shall not receive wages from Aramark.

The County acknowledges that Aramark has invested considerable amounts of time and money in training its management and supervisory employees in systems, procedures, methods, forms, reports, formulas, computer programs, recipes, menus, plans, techniques and other valuable information which is proprietary and unique to Aramark's manner of conducting its business and that such information is available, on a confidential basis, to Aramark's management and supervisory employees. Therefore, the County agrees that management and supervisory employees of Aramark shall neither be hired by the County for the term of this Agreement and twelve (12) months thereafter, nor shall the County permit management and supervisory employees of Aramark to be employed on the County's premises for a period of twelve (12) months subsequent to the termination of this Agreement (unless such employees were formerly employees of the County). For the purpose of this prohibition, "management and supervisory employees" shall be defined as those persons who have directly or indirectly performed management or professional services on the County's premises at any time during the twelve (12) month period immediately preceding termination of this Agreement.

In addition, the County agrees that if it violates the conditions set forth in the immediately preceding paragraph, then the County shall pay to Aramark, and Aramark shall accept as liquidated damages and not as a penalty for such breach, an amount equal to two times the annual salary of each Aramark management or supervisory employee hired by the County or allowed to work on the County's premises in violation of the terms of this Agreement.

The County retains the right to thoroughly investigate any current or prospective employees assigned to the Facility, subject to applicable Federal, state and local laws and regulations, including but not limited to, the Federal Polygraph Protection Act, as amended. If Aramark incurs any costs, including legal fees, retroactive wages and damages, as a result of any

NOT DISCUSSED

personnel action taken by the County or by Aramark at the direction of the County, which Aramark would not have taken but for the County's direction, the County shall reimburse Aramark for such costs.

I. Equal Employment Opportunity: Aramark and the County mutually agree that they shall not discriminate against any employee or applicant for employment or on any matter directly or indirectly related to employment, because of race, color, religion, sex, sexual preference, national origin, physical or mental handicap where not relevant to the job, height, weight, age, marital status, or other criteria made illegal by state or federal law or the County policy. In addition, Aramark agrees to take affirmative steps to ensure that applicants are employed, and that employees are treated, during employment, without regard to the criteria listed above.

J. Insurance and Indemnification: Aramark shall provide and maintain the following insurance coverage:

Worker's Compensation insurance as required by law.

Comprehensive General (Public) Liability to include (but not be limited to) the following: Premises/operation; independent contractors; bodily injury; products/completed operation; contractual liability with a combined single limit for bodily injury and property damage of $1,000,000.00 per occurrence and $2,000,000.00 general aggregate. Aramark may satisfy these requirements through a combination of primary and excess coverage.

Aramark shall submit a certificate of insurance prior to the award of this Agreement and prior to any Agreement modification extending the term of the Agreement, as evidence of compliance with this provision. The County shall be included as an additional insured on the commercial general liability policy. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be deliveraged, as applicable in accordance with policy provisions.

The County and Aramark waive any and all right of recovery from each other for property damage or loss of use thereof, howsoever occurring. This waiver shall include, but not be limited to, losses covered by policies of fire, extended coverage, boiler explosion and sprinkler leakage. This waiver shall not apply to claims for personal injury or death.

Aramark agrees to defend, indemnify and hold harmless the County, its officers, employees, agents and servants for all third-party personal injuries caused by the negligence and/or wrongdoing of Aramark in its performance of the services defined in this Agreement, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto. However, it is expressly understood that Aramark shall not be responsible for damages, injuries, losses or claims caused by inmates or the negligence and/or wrongdoing of the County, its officers, employees, agents, servants or other independent contractors. Neither any of the County's officers, employees, agents, servants or contractors, nor any inmates, are or will be deemed to be agents or

NOT DISCUSSED

employees of Aramark and no liability is or will be incurred by Aramark to such persons, except for bodily injury to such persons caused by Aramark's gross negligence. The County agrees to defend, indemnify and hold Aramark harmless from any liability claim by or through such persons against Aramark. Each party shall promptly notify the other of any claim for which indemnity is sought, and shall cooperate with the other party in the defense of such claim. The indemnifying party shall have the sole discretion to defend and settle such claim.

Any insurance coverage (additional insured or otherwise) that Aramark provides for the County, its officers, employees, agents and servants shall only cover liability assumed by Aramark in this Agreement; such insurance coverage shall not cover liability in connection with or arising out of the wrongful or negligent acts or omissions of the County or its officers, employees, agents and servants.

K. Hazardous Substances; Pre-Existing Conditions: Aramark has no duty to investigate, detect, prevent, handle, encapsulate, remove, or dispose of, and will have no responsibility to the County or others for any exposure of persons or property to, asbestos, lead, fuel storage tanks or contents, indoor air pollutants or contaminants, poor air quality, or hazardous, toxic, or regulated waste substances, mold, fungi, mildew, pollutants, or contaminants (collectively, the "**Hazardous Substances**") at the Facility or the surrounding premises. The County will comply with all applicable federal, state, and local laws and regulations, which have been or will be enacted during the term of this Agreement, regarding such Hazardous Substances on the County's premises. The County will inform Aramark of the presence of such Hazardous Substances and acknowledges that Aramark employees will not be required to work in any location where they could be exposed to such Hazardous Substances. Aramark has advised the County that it does not provide or assume any responsibility to monitor or remediate mold, fungi, mildew, indoor air quality or any similar conditions, and that all determinations and corrective actions regarding mold, fungi, mildew, indoor air quality and any similar conditions shall be made by the County or a third party retained by the County. In no case will any Aramark employee act in the capacity of a "Designated Person" (within the meaning of the Asbestos Hazard Emergency Response Act, "AHERA"), which duties remain solely with the County.

Aramark will not be responsible for any conditions that existed in, on, or upon the Facility before the commencement date of this Agreement ("**Pre-Existing Conditions**"), including, without limitation, environmental impairments, and other conditions. Notwithstanding the general indemnity provision contained above in Section J the County shall indemnify and hold harmless Aramark, its subsidiaries and affiliated companies, and their respective directors, officers and employees, against any liability related to, or arising out of, any defective condition or the presence of Hazardous Substances or Pre-Existing Conditions on or at the Facility or the surrounding premises, or the claimed or actual release or threatened release or disposal of Hazardous Substances from or at the Facility, to the extent not caused by the willful misconduct or grossly negligent acts or omissions of Aramark, its employees or subcontractors, including, without limitation, fines, penalties, clean-up costs, or costs of other environmental remediation measures.

NOT DISCUSSED

L. Damages: Aramark's liability hereunder shall not under any circumstances exceed the greater of (a) one hundred (100) percent of the net revenue received by Aramark pursuant to this Agreement during the twelve (12) months prior to the applicable claim or (b) the actual proceeds of insurance (not to exceed the maximum limits of insurance required by Section 2.J.), less any applicable deductible. In no event will either party be liable to the other party for any loss of business, business interruption, consequential, special, indirect or punitive damages.

M. Compliance With Laws: Each party hereto shall comply with all statutes, lawful ordinances, regulations and requirements, federal, state, and local applicable to their activities hereunder. The County shall provide reasonable and adequate physical security at all times for Aramark employees, suppliers, management and other authorized visitors.

N. License, Fees, Permits, And Taxes: Aramark shall secure and pay for all federal, state and local licenses, permits and fees required for the food service operation. The County represents and warrants that it is a tax-exempt entity and, further, agrees to provide evidence of its tax-exempt status to Aramark upon request. The County further agrees to notify Aramark promptly in the event of a change in its tax-exempt status. In the event that a determination is made by a government authority that any sales, purchases, payments or use of property made to or by Aramark under this Agreement, either in whole or in part, is subject to any sales, use, gross receipts, property or any similar tax which tax was not contemplated by the parties at the commencement of operations hereunder, the full amount of any such tax liability, together with any interest paid by Aramark, shall be invoiced by Aramark and shall be reimbursed by the County, notwithstanding the fact that this Agreement may have expired or been terminated for any reason by either party prior to the date of such determination.

3. FINANCIAL AND ACCOUNTING ARRANGEMENTS:

A. Meal Service and Prices: Aramark shall provide meals to the County's inmates, staff and visitors at the per meal prices set forth in Attachment A. Aramark will provide, at no additional cost, medical diet meals, up to five (5) holiday meals, and religious diet meals for all religious requests from the administrative or religious authority. Other religious meals requested by the administration or religious authority, such as prepackaged meals, shall be provided at a price to be mutually agreed in advance. The County shall notify Aramark of the actual number of meals ordered each day at a mutually agreed upon time prior to meal service, and the County shall make additions or deletions to such order within a mutually agreed upon time prior to meal service. When the initial notice of meals ordered is not given timely, Aramark shall prepare and will be paid for the same number of meals as prepared for the previous day.

B. Price Adjustments: The per meal prices stated in this Agreement are firm for the period beginning on May 1, 2022 (the "**Effective Date**") and ending on June 30, 2023. Per meal prices for each subsequent 12-month period shall be increased on each anniversary of the Effective Date by an amount to be mutually agreed upon and set forth in an amendment to this Agreement in the form attached hereto as Attachment B; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below

NOT DISCUSSED

by the greater of the (a) yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City Average, Food Away From Home Index ("**CPI-FAFH**"), published by the U.S. Department of Labor and (b) the yearly percentage change in the Market Basket of Products (as defined below) which approximate the products served at the facilities covered by this Agreement (the "**Client Menu**"). The period for determining CPI-FAFH and Market Basket of Products increases shall be January of the immediately preceding year to January of the then-current year (the "**Base Period**").

As set forth on the sample client statement attached as Attachment C, a copy of which shall be provided prior to implementing any price adjustments pursuant to this section, the "Market Basket of Products" represents categories or types of products that are generally used in the Client Menu. Such products are classified into the following six categories of food items (each, a "**Menu Category**"): beverage (composed of juice and non-alcoholic drinks other than milk); baked goods; produce (composed of fruits and vegetables); dairy; meat; and grocery items (composed of the food items in the menu that are not otherwise included in one of the preceding categories). Each Menu Category will be ascribed a percentage (the "**Category Weighting**") representing the proportion of the Client Menu that such Menu Category approximately represents based on purchasing levels during the Base Period. Each Category Weighting will then be multiplied by the percentage change in the corresponding Bureau of Labor Statistics ("**BLS**") category compiled by the U.S. Department of Labor and published at www.bls.gov for the Base Period, and the results of each such calculation will be added together to arrive at the overall percentage change which will represent the Market Basket of Products. For the avoidance of doubt, the BLS categories to be multiplied by the Category Weightings are (1) Beverage, All Urban Consumers, U.S. City Average; (2) Baked Goods, All Urban Consumers, U.S. City Average; (3) Produce, All Urban Consumers, U.S. City Average; (4) Dairy, All Urban Consumers, U.S. City Average; (5) Meat, All Urban Consumers, U.S. City Average; and (6) Food, All Urban Consumers, U.S. City Average. In the event that there are any changes in the method in which the BLS reports its annual statistics, including any changes or modifications to any of the applicable BLS categories, the parties agree to negotiate a mutually agreeable modification to the appropriate Market Basket of Products category or categories or the methodology described above. If the parties do not agree on such a modification, Aramark shall have the right to terminate the Agreement upon 90 days' prior written notice. The Market Basket of Products is designed to approximate price adjustments with product cost increases at the facility or facilities covered by this Agreement. The Market Basket of Products is an estimate of food costs only and actual costs may vary. While the Menu Categories attempt to approximate the products served at the facility or facilities covered by this Agreement, they may not precisely parallel actual usage or the BLS categories listed above.

Please refer to Attachment C for an example of the Market Basket of Products calculation.

C. Additional Services: Food, beverage and other services required or desired by the Facility outside the scope of this Agreement (including Fresh Favorites shall be provided by Aramark upon written authorization by the County and/or Sheriff at mutually agreed upon prices for such services.

NOT DISCUSSED

D. Fresh Favorites: Upon mutual agreement by the parties, Aramark shall implement its Fresh Favorites program. Aramark shall determine the prices at which Fresh Favorites items shall be sold. If Aramark sustains increases in its costs, including but not limited to, increases in its product, labor or equipment costs, Aramark may increase its Fresh Favorites prices to recover such increased costs, maintaining its historical mark-up. No returns shall be accepted unless the inmate, who ordered a product, is released prior to such delivery. All sales shall be deemed made when a Fresh Favorite item purchased by an inmate is delivered.

Aramark shall pay to the County a commission in an amount to be determined upon mutual agreement of the parties (the "Fresh Favorites Commission"). Within fifteen (15) days after the end of each month, Aramark shall deliver to the County a check covering the Fresh Favorites Commission made during the prior month. For purposes of this Paragraph "**Net Sales**" means total Fresh Favorite products sales, less sales or use taxes and authorized returns.

E. iCARE Fresh: If requested by the County, and upon mutual agreement by the parties, Aramark shall implement its iCare Fresh program. Aramark shall determine the prices at which iCare items shall be sold. If Aramark sustains increases in its costs, including but not limited to, increases in its product, labor or equipment costs, Aramark may increase its iCare Fresh prices to recover such increased costs. No returns shall be accepted unless the inmate, who ordered a product, is released prior to such delivery. All sales shall be deemed made when an iCare Fresh item purchased is delivered to the inmate. The County shall earn a commission in an amount to be determined upon mutual agreement of the parties (the "iCare Fresh Commission").

F. Billing: Aramark shall submit to the County on the first day of every week, for the preceding week an invoice for inmate/staff meals ordered or served, whichever is greater, and other goods or services provided by Aramark, if any. The invoice shall reflect the preceding week's food services detailing the greater of the number of meals served or ordered on a daily basis as follows:

1. Adult inmate meals
2. Staff/visitor meals
3. Any additional food, beverage or other services, as required

Aramark shall provide the County with a comprehensive monthly summary of meals, services and credits. This summary shall be forwarded to the County Administrator or his designee each month.

G. Manner Of Payment: Payment shall be made by check payable to Aramark Correctional Services, LLC within thirty (30) days after the invoice date. All payments shall be made to the address listed on the invoice.

If any invoices are not paid within thirty-five (35) days of the invoice date, interest shall be charged on each invoice at the Prime Interest Rate plus two percentage points per annum on the unpaid balance (or in the event local law prohibits the charging of such rate, interest shall be

NOT DISCUSSED

charged at the maximum legal rate permitted), computed from the invoice date until the date paid. The term "**Prime Interest Rate**" shall mean the interest rate published in The Wall Street Journal as the base rate on corporate loans posted by at least Seventy-Five Percent (75%) of the thirty (30) largest U.S. commercial banks, such rate to be adjusted on the last day of each Aramark accounting period. The right of Aramark to charge interest for late payment shall not be construed as a waiver of Aramark's right to receive payment of invoices within fifteen (15) days of the invoice date. In the event that Aramark incurs legal expense in enforcing its right to receive timely payment of invoices, the County agrees to pay reasonable attorney's fees and other costs.

4. MATERIAL ADVERSE CHANGE: The financial arrangements in this Agreement are based on conditions existing as of the Effective Date including any representations regarding existing and future conditions made by County in connection with the negotiation and execution of this Agreement. If such conditions change due to causes beyond Aramark's control, including, but not limited to, a change in the scope of Aramark's services; menu changes; a decrease in the Facility's inmate population or the availability of inmate labor; efforts to organize labor; increases in food, fuel, equipment, utilities, supply, and labor costs; Federal, State and local sales, and other taxes and other operation costs; a change in Federal, State and local standards, requirements recommendations, and regulations including any applicable Child Nutrition Programs; changes in phone service providers or a change in the way phone service is sold to inmates; or other unforeseen external market conditions outside Aramark's control, then Aramark shall give County written notice of such increase or change, and within thirty (30) calendar days after such notice, Aramark and County shall mutually agree upon modification(s) to offset the impact of the increase or change, which modifications may include any or a combination of the following: an adjustment to Aramark's price per meal or commission, modifications to the menu or Product offerings, changes to Product pricing or modifications to Aramark's scope of services. The foregoing shall be in addition to, and without limitation, of the parties' rights and obligations set forth herein in Section 2.B. with respect to continuation of services (and compensation for the same) in the event of a Force Majeure event, if applicable.

5. ACCESS AND RECORDS: Aramark will maintain accurate books and records in connection with the food service operation and shall retain such records for thirty-six (36) months after the close of the federal fiscal year (October 1, through September 30).

6. TERM OF AGREEMENT: The initial term of this Agreement shall commence on May 1, 2022 and shall continue through June 30, 2023. By mutual agreement of the parties, this Agreement may be renewed for nine (9) additional one year periods. Thereafter, the County and Aramark may extend this Agreement for additional periods of twelve (12) months each, provided that the services to be provided, and the prices thereof, for the extension period, have been mutually agreed upon by the County and Aramark.

7. TERMINATION:

NOT DISCUSSED

A. Termination For Convenience: Either party may terminate this Agreement for convenience, at any time during the term or any renewal or extension, upon ninety (90) days notice to the other party.

B. Termination For Default: Either party may terminate this Agreement upon a breach or default of this Agreement by the other party, which is not cured within thirty (30) days after receipt by the defaulting party of a notice from the non-defaulting party, specifying the nature of such breach or default.

C. Consequences Of Termination: If this Agreement is terminated under any circumstances, the County shall pay Aramark for all inmate and staff meals, and other services, provided by Aramark to and including the date of termination, at the prices and within the payment periods set forth in this Agreement. The County's obligation to pay for meals and services provided shall survive the termination or expiration of this Agreement.

Upon the expiration or any termination of this Agreement, the County agrees, if requested by Aramark, to purchase Aramark's usable inventory of food and supplies. The purchase price for such inventory shall be Aramark's invoice cost.

8. NOTICE: All notices or other communication hereunder shall be deemed to be duly given when made in writing and delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested and addressed to the party at its respective address first set forth above, or such other address as it may designate, by notice given as aforesaid.

9. CONFLICTS OF INTEREST: Aramark covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with performance of this Agreement and no person having any such interest shall be employed. In addition, no officer, agent or employee of the County and no member of its governing body shall participate in any decision relating to this Agreement which affects his/her personal interest or any corporation, partnership, association which he/she is directly or indirectly interested or has any personal or pecuniary interest.

10. CONFIDENTIAL INFORMATION: All financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Aramark's business (collectively, the "**Aramark Proprietary Information**") are and shall remain confidential and the sole property of Aramark and constitute trade secrets of Aramark. The County shall keep all Aramark Proprietary Information confidential and shall use the Aramark Proprietary Information only for the purpose of fulfilling the terms of this Agreement. The County shall not photocopy or otherwise duplicate any materials containing any Aramark Proprietary Information without the prior written consent of Aramark. Upon the expiration or any termination of this Agreement, all materials containing any Aramark Proprietary Information shall be returned to Aramark.

NOT DISCUSSED

11. **ASSIGNMENT:** Aramark may not assign this Agreement without the County's prior written consent (not to be unreasonably withheld, conditioned or delayed), except that Aramark may assign this Agreement, in its sole discretion, to any of its affiliates without any consent being required. The term "**affiliate**" means any corporation, limited liability company or any other person controlling, controlled by or under common control with, Aramark.

12. **PRESS RELATIONS:** Aramark shall coordinate with the County Sheriff or Facility Administrator on any and all press or media releases.

13. **PUBLICITY RIGHTS:** Neither Aramark nor County shall disclose the terms of this Agreement to any other person or entity outside its organization other than as required under Maryland's Public Information Act and any other applicable laws. Neither County nor Aramark and its Affiliates shall, without the other Party's consent, use the other Party's name, logo, trademark or otherwise refer to or identify the other Party in any publicity matters relating to the Services. Notwithstanding the foregoing, both Parties and their respective Affiliates may, without prior consent of the other Party, use that Party's name or logo and the existence of this Agreement in connection with earnings calls or similar matters with their respective investors or analysts as well as communications to prospective clients (if applicable) and for use in such Party's marketing materials.

14. **ENTIRE AGREEMENT:** This Agreement represents the entire agreement and understanding between the County and Aramark and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the County and Aramark.

15. **SEVERABILITY:** If any provision hereof or the application thereof to any person or circumstance is held to any extent, to be void, invalid or unenforceable, the remainder of this Agreement, and the application of such provision to other persons or circumstances, shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

16. **WAIVER:** The failure of Aramark or the County to exercise any right or remedy available under this Agreement upon the other party's breach of the terms, covenants and conditions of this Agreement or the failure to demand the prompt performance of any obligation under this Agreement shall not be deemed a waiver of such right or remedy; or the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives as of the day and year first above written.

[Signature Page to Follow]

NOT DISCUSSED

Aramark Correctional Services, LLC

By:_____
Name: Michael Santoro
Title: Vice President, Finance

Kent County, Maryland

By:_____

NOT DISCUSSED

Attachment A
Kent County, Maryland
Effective May 1, 2022 through June 30, 2023

Inmate Population*	Price Per Meal ($)
21-30	$5.91
31-40	$5.35
41-50	$4.48
51-60	$3.85
61-70	$3.46
71-80	$3.11
81-90	$2.85
91-100	$2.58
101-110	$2.13

*In order to determine the pricing point on the sliding scale for the billing period, the total number of inmate meals served per week is divided by 21 and then added to the average number staff meals served over the same 7-day period.

**In the event that the average daily inmate population for the applicable period drops below twenty-one (21), the County and Aramark shall promptly negotiate in good faith to determine an equitable adjustment in the inmate meal rates to compensate Aramark for the effect of such decline, which shall be evidenced in a written amendment to this Agreement.

NOT DISCUSSED

FORM OF AMENDMENT FOR IMPLEMENTING MARKET BASKET INCREASES
Attachment B

Amendment No. __ to Operating Agreement

THIS AMENDMENT NO. __ (the "**Amendment**"), is entered into this_____ day of _____, 20__ by and between _____, with offices at _____ ("_____"), and **Aramark Correctional Services, LLC**, a Delaware limited liability company, having its principal place of business located at the Aramark Tower, 2400 Market Street, Philadelphia PA 19103 ("**Aramark**").

WHEREAS, _____ and Aramark entered into an _____ dated _____ for the management of the food service operation at _____ (as amended, the "**Agreement**");

WHEREAS, the parties acknowledge the need to address volatility in the cost of food commodities; and

WHEREAS, the parties desire to amend the provisions of the Agreement as follows, effective _____.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises in the Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as set forth below. Capitalized terms used but not defined in this Amendment have the meanings ascribed to such terms in the Agreement.

1. **Price Adjustment:** In accordance with *[Paragraph __ of Amendment No. __ to the Agreement][Paragraph __ of the Agreement]*, the parties agree that the price per meal charged to _____ by Aramark shall be changed as set forth on [Schedule 1] hereto as a result of *[changes in the Consumer Price Index][changes in the Market Basket of Products][mutual agreement of the parties]*. This price shall be effective from _____, 20__ through _____, 20__. , and shall supersede in all respects the price per meal set forth in [Paragraph [__] of the Agreement][and Attachment A of the Agreement] or in any other prior agreements between the parties.

2. **Release:** The methodology used to determine the price increase described above has been reviewed and accepted by the parties. By their execution of this Amendment, each party hereby waives and releases any and all claims it may have based upon or arising out of any such methodology (including the elements thereof) used to calculate the price per meal as set forth in this Amendment, and further agrees not to bring any action, suit or proceeding challenging such methodology or calculation.

3. **Ratification**: Except as specifically set forth herein, all other terms and provisions of the Agreement shall remain unaffected by this Amendment and continue in full force and effect

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. __ to be signed by their duly authorized representatives the day and year first written above.

Aramark Correctional Services, LLC	[_____]
_____	_____
By: _____	By: _____
Name:	Name:
Title:	Title:

NOT DISCUSSED

Attachment C

Sample Client Statement - Market Basket of Products Calculation

XYZ County Exhibit
Market Basket Price Redetermination Statement
Period Ended Current Month xxth, 2009

CATEGORY	Menu Weighting	Current Month Category CPI %	Weighted CPI %
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	-5.00%	-0.63%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein	28.73%	5.20%	1.49%
TOTAL	100.00%		**3.54%**
Current Month CPI Food Away from Home Index			**4.76%**
Greater of Market Basket to Current Month CPI - Food Away from Home			**4.76%**

XYZ County Exhibit
Market Basket Price Redetermination Statement
Period Ended Current Month xxth, 2009

CATEGORY	Menu Weighting	Current Month Category CPI %	Weighted CPI %
Baked Goods	12.62%	8.83%	1.11%
Beverage	5.68%	4.71%	0.27%
Dairy	12.51%	6.00%	0.75%
Grocery *	23.32%	4.80%	1.12%
Produce	17.15%	1.00%	0.17%
Protein	28.73%	5.20%	1.49%
TOTAL	100.00%		**4.92%**
Current Month CPI Food Away from Home Index			**4.76%**
Greater of Market Basket to Current Month CPI - Food Away from Home			**4.92%**

Notes

- * This category includes all menu items that are not otherwise included in another Menu Category. ARAMARK applies the BLS CPI Food index to the "Grocery" Menu Category for the calculation. The "Food" index encompasses the items in all Menu Categories in addition to food items not used at the facility or facilities covered by this Agreement.

NOT DISCUSSED

TRINITY SERVICES GROUP, INC.

February 4, 2022

Warden Herbert Dennis
Kent County Detention Center
104 Vickers Dr.
Unit A
Chestertown, MD 21620

Re: Kent County Detention Center
Food Service Agreement

Dear Warden Dennis

It has been an honor and a privilege to provide inmate food services at the Kent County Detention Center. As you are aware, our Agreement provides that either party may terminate the Agreement upon ninety (90) days written notice.

Accordingly, pursuant to Section 6.2 of the Agreement Trinity respectfully notifies you that our services will terminate on May 5, 2022.

Trinity sincerely appreciates the opportunity to serve the Kent County Detention Center. Thank you for your business.

Very truly yours,

Michael B. Phillips

Michael Phillips
District Manager
Trinity Services Group, Inc
Cell (434)942-9473
Mike.Phillips@trinityservicesgroup.com

NOT DISCUSSED

TRINITY SERVICES GROUP, INC.

Michael Phillips
District Manager
PA, MD & NJ
Phone 434-942-9473
Mike.Phillips@trinityservicesgroup.com

- Trinity Purposed Pricing Effective 2/1/22 -

- Pricing is based on total inmate meals divided by 21 to determine the scale to use for the inmate meal and staff meal price.

1	-	10	$	46.716
11	-	20	$	14.522
21	-	30	$	8.799
31	-	40	$	6.411 *
41	**-**	**50**	**$**	**5.100**
51	-	60	$	4.302
61	-	70	$	3.752
71	-	80	$	3.351
81	-	90	$	3.044
91	-	100	$	2.802
101	-	110	$	2.607
111	-	120	$	2.446
121	-	130	$	2.311
131	-	140	$	2.196
141	-	And over	$	2.097

NOT DISCUSSED

TRINITY SERVICES GROUP, INC.

CORRECTIONAL FOOD SERVICE COMMODITY UPDATE JANUARY 2022

Spork supplies running out as imported product is held up at ports. Biggest impact on the East coast but expect widespread outages if situation does not improve.

Dehydrated potatoes in short supply. Slices and Flakes unavailable until Fall '22

Seasonal relief in drought conditions being seen in most U.S. regions. However, damage to 2021 harvests of key products like potatoes, beans, and rice was unavoidable.

The Food-Away-From-Home Index rose 0.6 percent in November, slightly lower than 0.8 percent in Oct. Unadjusted change from Nov. 2020 to Nov. 2021 at 5.8% (up from 5.3%).

- U.S. Bureau of Labor and Statistics

MEAT PROTEIN

- Poultry production still facing labor challenges.
- Chicken and turkey products remain at price levels well above 2020

GRAINS, BREAD, CEREAL, FRUITS AND VEGETABLES

- 2021 bean crop harvest down (a result of the dry weather). 2022 supply is secure but at higher price point.
- Pasta costs running approximately 10% above 2021 levels.
- Canned Fruit and Vegetables in short supply while imports struggle to clear ports.
- Frozen Vegetable pricing higher as demand shifts from canned.

DAIRY, EGGS, OILS, PAPER, DISPOSABLES, AND CLEANING

- Foam disposables prices up around 100% with shortages in raw material and significant challenges with imported products.
- Demand for Portion Control beverage continues to rise and out-pace supply.

TRANSPORTATION AND DISTRIBUTION

- Freight remains at industry highs affecting both costs and delivery times.
- U.S. ports continue to experience delays with Asia and EU imports.

RECOMENDATIONS

- Change menus to replace Dehydrated Potatoes with Rice or Pasta.
- Limit usage, or consider alternatives, to Sporks and Foam containers.
- Shift away from PC beverages and return to Bulk Beverage service, where possible.

Feel free to Contact your Trinity Purchasing representative for assistance in finding specific items, services, or opportunity buys.

NOT DISCUSSED

Planning, Housing, and Zoning
4/12/2022
County Commissioners Meeting

Item Summary:
Creation of New Associate Planner Position

Public Works - Roads Division
4/12/2022
County Commissioners Meeting

Item Summary:
MEO I/MEO II Vacancy

ATTACHMENTS:
Description

Muriel Cole, Co-Chair, Commission on Aging
4/12/2022
County Commissioners Meeting

Item Summary:
Recommended Appointment

ATTACHMENTS:
Description

Sara Rich, President and CEO, Choptank Community Health System, Inc.
4/12/2022
County Commissioners Meeting

Item Summary:
Letters of Support

ATTACHMENTS:

Description

04.04.22 Letter of Support, Sara Rich, President and CEO, Choptank Community Health System, Inc., FY2023 Congressionally Directed Spending

04.03.22 CCHS Support Letter

The County Commissioners of Kent County
P. Thomas Mason, President | Ronald H. Fithian, Member | Robert N. Jacob, Jr., Member
Shelley L. Heller, County Administrator | Thomas N. Yeager, County Attorney

April 4, 2022

Sara Rich, President and CEO
Choptank Community Health System, Inc.
P.O. Box 660
Denton, MD 21629

RE: Letter of Support, FY2023 Congressionally Directed Spending

Dear Ms. Rich:

On behalf of the County Commissioners of Kent County, I am pleased to provide this letter in support of an application by Choptank Community Health System, Inc. (CCHS) for funding through Congressionally Directed Spending. This funding will assist with bringing health center services to Kent County. We believe that the funding invested in CCHS will help this organization continue to provide quality, cost-effective care in a safe environment; expand access to health care services throughout the area; and make our community a healthier place to live. Bringing health center services to Kent County will provide greater access to high quality, equitable care (inclusive of primary medical care), dental care, and behavioral health services, including medication assisted treatment that could benefit our community immensely.

I am pleased to offer support to Choptank Community Health System, Inc. for their efforts to bring health center services to Kent County.

Very truly yours,

Shelley L. Heller, County Administrator

SH: ltc

CC: County Commissioners of Kent County
Lucie Hughes, Director of Communications, Choptank Community Health System, Inc.

Kent County MARYLAND

Department of Economic and Tourism Development

April 3, 2022

Sara Rich, President and CEO
Choptank Community Health System, Inc.
PO Box 660
Denton, MD 21629

Dear Ms. Rich:

It is with great pleasure that Kent County Economic and Tourism Development write this letter of support for Choptank Community Health System's (CCHS) consideration for funding through the FY2023 Congressionally Directed Spending to assist with bringing health center services to Kent County, Maryland.

CCHS has demonstrated the organizational leadership and vision needed to develop and expand community health services to meet the primary care and dental health needs of the mid-shore residents for more than 40 years. CCHS provides health care services to 29,000 patients annually; most of these patients are low-income and underserved. Community Health Centers, such as CCHS, have a proven track record of reducing health care costs and improving patient outcomes. We believe that the funding invested in CCHS will help this organization to continue to provide quality, cost-effective care in a safe environment; expand access to health care services throughout the area; and make our community a healthier place to live.

Bringing health center services to Kent County will provide greater access to high quality, equitable care inclusive of primary medical care, dental care and behavioral health services including medication assisted treatment. Kent County is a Federally and State designated Rural area. It is also designated as a medically underserved area for primary care, dental and behavioral health.

Access to healthcare is a major consideration for residential and business attraction. Adding the services provided by CCHS in Kent County will enhance our ability to grow and remain a desired place to locate. Healthcare is a major industry for Kent County, and we welcome the addition of services provided by CCHS. We fully support CCHS to bring health center services to Kent County and to receive funding through FY23 Congressionally Directed Spending.

Sincerely,

Jamie Williams, CEcD
Director

cc: The County Commissioners of Kent County

Bonnie Pearsall, Inspector, Alcohol and Tobacco Enforcement
4/12/2022
County Commissioners Meeting

Item Summary:
Presentation of 2022 Alcoholic Beverage License Renewal Applications

ATTACHMENTS:

Description

KATE Recommendations 2022 Renewals

Kent County MARYLAND

Kent Alcohol and Tobacco Enforcement

To: Commissioners Mason, Fithian, and Jacob
From: Bonnie S. Pearsall, Inspector, and Sondra M. Blackiston, Clerk/KATE Manager
Date: April 12, 2022
Subject: 2022 Alcoholic Beverage Renewals

Memorandum

All County issued alcoholic beverage licenses expire on the last day of April. Renewal applications must be approved by the Board of License Commissioners.

60 licensees submitted their renewal applications. Having met the basic requirements for their application to be considered by the Board, the staff recommends approval and acceptance of the applications including any changes noted.

9 licensees submitted a renewal subject to one or more contingencies. Staff recommends approval of the applications, subject to meeting the contingencies noted.

2 establishments not considered for renewal:

1. Blue Bird, Dot Mench, Personal Representative. New applicant and hearing on April 12
2. Figg's Ordinary, Ingrid Hansen. Offering alcoholic beverages is no longer part of the business model.

A detailed list of renewals is attached for your reference.

Citizen Interest Form
4/12/2022
County Commissioners Meeting

Item Summary:
Ethics Commission

ATTACHMENTS:

Description

Procedures for Public Comment
4/12/2022
County Commissioners Meeting

ATTACHMENTS:

Description

Procedures for Public Comment

04.12.22 Public Comments Sheet

BOARD OF COUNTY COMMISSIONERS OF KENT COUNTY
PROCEDURES FOR PUBLIC COMMENT

In addition to public appearance, the meeting is also being held virtually, via teleconference and viewable on the County website at www.kentcounty.com/government.

It is our desire that everyone who wishes to comment be given a fair and uninterrupted opportunity to express their views to the County Commissioners during this public comment period.

- Comments will be limited to three (3) minutes in length.
- Comments longer than three (3) minutes will be required to be submitted in writing.
- The Board President will open the meeting to Public Comments, citizens are asked to state their name, address, and the topic of interest. Citizens are to ask that all views be expressed in a respectful and civil manner. The Board respects your desire and right to convey your message freely. We ask as a courtesy to the Board and our citizens that you respect the Commissioners' request to refrain from naming citizens and name calling when offering any critique.

The County staff will acknowledge each caller, in the order they called in, announce the last 4 digits of the phone number that was used to call in, and will ask the caller to unmute their phone allowing them to comment.

PUBLIC COMMENTS
SIGN IN SHEET
April 12, 2022

NAME **(please print)**	ADDRESS	TOPIC

Maryland Department of the Environment, Water and Science Administration
4/12/2022
County Commissioners Meeting

Item Summary:
Notice of Application Received for State Permit and Opportunity for Hearing

ATTACHMENTS:

Description

04.12.22 Maryland Deprtment of the Environment, Water and Science Administration, Notice of Application Received for State Permit and Opportunity for Hearing

MARYLAND DEPARTMENT OF THE ENVIRONMENT

WATER AND SCIENCE ADMINISTRATION

Notice of Application Received for State Permit

and Opportunity for Hearing

Issue Date: March 31, 2022 in The Kent County News

The Water and Science Administration (Administration) is reviewing the application for the State Permit listed below. The application and related information are on file at the Administration; arrangements may be made for inspection and copying. Opportunity is afforded to individuals to provide written comments, to request a public informational hearing or to be placed on an interested persons list for the listed application. Any further notices about actions on an application will be provided only by mail to those individuals on a mailing list of interested persons. Comments or requests for an informational hearing must be received in writing by the Administration on or before April 14, 2022. All inquiries and requests should include the permit application number; your name, address and telephone number; and should be addressed to Robert Peoples, Chief, Source Protection and Water Appropriation Division, Water and Science Administration, 1800 Washington Blvd., Baltimore, Maryland 21230. Telephone: (410) 537-3590.

KENT COUNTY

KE2021S001/01 – Locust Grove Farm, LLC, c/o William H. Langenfelder, 11974 Blacks Station Road, Kennedyville, MD 21645 has applied to appropriate and use an annual average of 79,500 gallons of water per day (gpd) and a maximum daily withdrawal of 1,152,000 gallons for crop irrigation. Water will be withdrawn from one intake in Morgan Creek. The project is located at 10751 Augustine Herman Highway, Chestertown, Kent County, Maryland.

The water intake is located within a tidal portion of Morgan Creek. A review of other water users on Morgan Creek was conducted. There are three downstream users on Morgan Creek. Intake screening will protect aquatic life. No unreasonable impacts to Morgan Creek or other users of Morgan Creek are anticipated from this use.

County Commissioners
Office
Date 4-1-22 LLC

Contingency and Use of Fund Balance Report
4/12/2022
County Commissioners Meeting

ATTACHMENTS:

Description

4-5-2022 Commissioner Report Contingency

FY22 CONTINGENCY & USE OF FUND BALANCE
AS OF COMMISSIONERS MEETING MINUTES DATED
April 5, 2022

CONTINGENCY

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
8/24/21	Kent County Health Department (KCHD)	$ 227,000	Hiring of (2) nurses and (2) nursing assistants for facilitate vaccination and testing clinic
9/7/21	Circuit Court	7,131	Replace carpet in Kent County Circuit Court project #BM 22-01
9/28/21	Building and Grounds	32,785	Exterior painting of the Kent County Courthouse and Kent County Government Center RFP No BM-22-02
10/5/21	Planning & Zoning	1,039	Permit fee waiver-Kent Attainable Housing, Inc. 24909 Lambs Meadow Road
10/12/21	Buildings/Grounds-Court House	40,852	HVAC split system-Court House
		-	
10/26/21	Water and Wastewater Fund	129,600	Water/Sewer allocation fees waiver for Kent County Society project in Worton (12/1/2020)
8/3/21	Buildings/Grounds-Court House	24,940	Asbestos Abatement - Court House, replacement of tiles, Clerk of Courts
11/30/21	Kent County Health Department (KCHD)	(227,000)	Move funding source to ARPA from Contingency
		-	Hiring of staff for vaccination & testing clinic
12/21/21	Information Technology	29,294	Replace Uninterrupted Power Supply (UPS)
		-	
1/18/22	Legal Counsel	20,000	Morgnec Road Solar Litigation expenses
1/25/25	Social Services	5,500	Lodging at Driftwood Inn to help the homeless
		-	during the month of February
2/15/22	Kent Ag Center, Inc	41,710	Complete Pavilion Project
		-	
3/22/22	Social Services	5,500	Lodging at Driftwood Inn to help the homeless
		-	during the month of March
3/22/22	Kent County Department of Social Services	2,660	Summer SNAP program
		-	
4/5/22	Accountability Office	4,500	Consultant for implementing Police Accountability
		-	Board
4/5/22	Village of Kennedyville	10,000	Village of Kennedyville - legal fees associated with
		-	transfer of unsold lots and open space
		-	-
		-	-
		-	-
		-	-
		-	-
		-	-
TOTAL		**$ 355,511**	
BEGINNING CONTINGENCY BUDGET		**$ 400,000**	
ENDING CONTINGENCY BALANCE		**$ 44,489**	

USE OF FUND BALANCE

DATE APPROVED	DEPARTMENT	AMOUNT APPROVED	DESCRIPTION
6/22/2021	Sheriff's Office	$ 54,776	Body Cameras five year agreement
6/22/2021	University of Maryland Extension Office	$ 15,156	Increase FY22 Allocation-PTK positions salary increase
10/19/2021	Human Resources	$ 3,269	Transfer of current employee to HR Specialist
TOTAL		**$ 73,201**	

USE OF FUND BALANCE

Note: If expenses are not reduced or offset by the same amount of fund balance used, this will result in a decrease in fund balance below our 7.5% target.